



City of Kingsburg

1401 Draper Street, Kingsburg, CA 93631-1908
Phone (559)897-5821 Fax (559)897-5568

Mayor Michelle Roman
Mayor Pro Tem Laura North
Council Member Sherman Dix
Council Member Vince Palomar
Council Member Jewel Hurtado

City Manager Alexander J. Henderson

AGENDA KINGSBURG CITY COUNCIL REGULAR MEETING

Council Chamber, 1401 Draper Street, Kingsburg, CA 93631 (559) 897-5821
www.cityofkingsburg-ca.gov

Wednesday, November 6, 2019 at 6pm

6 P.M. REGULAR SESSION MEETING:

Invocation to be given by Lead Pastor Scott Ardavanis of Grace Church of the Valley, followed by the Pledge of Allegiance led by Mayor Michelle Roman.

- 1. Call to Order and Roll Call**
- 2. Public Comments:** This is the time for any citizen to come forward and address the City Council on any issue within its jurisdiction that is not listed on the Agenda. A maximum of five (5) minutes is allowed for each speaker.
- 3. Approve Agenda:** Action by the Council to approve the agenda or to make modifications. Items that can be added to the agenda is constrained by State law.
- 4. Consent Calendar:** Items considered routine in nature are to be placed on the Consent Calendar. They will be considered as one item and voted upon in one vote unless individual consideration is requested. Each vote in favor of the Consent Calendar is considered and recorded as a separate affirmative vote in favor of each action listed. Approval of the Consent Calendar items include recitals reading ordinance(s) by titles(s) only and adoption of recommended action(s) contained in Staff Reports.
 - 4.1 Approval of City Council Minutes:** Approve the minutes from the October 2, 2019 Regular City Council Meeting, as prepared by City Clerk Abigail Palsgaard.
 - 4.2 Check Register:** Ratify/approve payment of bills listed on the check register for the period September 26, 2019 through October 30, 2019 as prepared by Accounts Payable Clerk Grace Reyna.

- 4.3 **Approve the proposed Kingsburg Public Service Employees Association (KPSEA) 2020-2021 Memorandum of Understanding** - Staff Report prepared by Director of Administrative Services Christina Windover.
- 4.4 **Approve the proposed KPOA MOU Revision for 2019-2020-** Staff Report prepared by Director of Administrative Services Christina Windover.
- 4.5 **Accept the 18th & Kern Lighted Crosswalk project completed by Power Design Electric, Inc. and authorize the City Engineer to file the Notice of Completion.-** Staff Report prepared by City Engineer Dave Peters.
- 4.6 **Approve the First Amendment to the Professional Service Agreement with the Kingsburg District Chamber of Commerce-** Staff Report Prepared by City Clerk Abigail Palsgaard.
- 4.7 **Accept the Well 12 Raw Water Line Improvements project completed by Floyd Johnston Construction Co. Inc. and authorize the City Engineer to file the Notice of Completion-** Staff Report prepared by City Engineer Dave Peters.

5. Regular Calendar

- 5.1 **Swearing in of Firefighter Paramedic Jeromy Rivinius-** Presentation by Chief Daniel Perkins.
- 5.2 **Recognition of Fresno County Rural Transit Agency General Manager Moses Stites**
Possible Action(s):
 - a. Presentation by Presentation by Mayor Michelle Roman
 - b. Council Discussion
 - c. Adopt Resolution 2019-053
- 5.3 **Proposed Professional Services Consultant Agreement – Business Improvement District Process-** Staff Report by City Manager Alexander Henderson.
Possible Action(s):
 - a. Presentation by City Manager Alexander Henderson
 - b. Council Discussion
 - c. Action as Deemed Necessary
- 5.4 **Purchase and Sale Agreement – Linnaea Villas-** Staff Report By City Attorney Michael Noland
Possible Action(s):
 - a. Presentation by City Manager Alexander Henderson
 - b. Council Discussion
 - c. Action as Deemed Necessary
- 5.5 **Award the TCP Mitigation – GAC Treatment at Wells 12 & 13 project to Steve Dovali Construction, Inc. in the amount of \$3,992,392.00-** Staff Report prepared by City Engineer Dave Peters.
Possible Action(s):
 - a. Presentation by City Engineer Dave Peters

- b. Council Discussion
- c. Action as Deemed Necessary

5.6 Skate Park Ordinance- Prepared by Community Services Director Adam Castaneda.

Possible Action(s):

- a. Presentation by Community Services Director Adam Castaneda
- b. Council Discussion
- c. Waive first reading and introduce Ordinance No. 2019-006, An Ordinance Of The City Of Kingsburg Adding Chapter 12.26 To Title 12 Of The Kingsburg Municipal Code Pertaining To Skate Parks and pass to a second reading with the following recital constituting reading the title of the Ordinance:

“AN ORDINANCE OF THE CITY OF KINGSBURG
ADDING CHAPTER 12.26 TO TITLE 12 OF THE
KINGSBURG MUNICIPAL CODE PERTAINING TO SKATE PARKS”

6. Council Reports and Staff Communications

- 6.1** Community Services Commission
- 6.2** Public Safety Committee
- 6.3** Chamber of Commerce
- 6.4** Economic Development
- 6.5** Finance Committee
- 6.6** Planning Commission
- 6.7** South Kings Groundwater Sustainability Agency Joint Powers Authority (SKGSA)
- 6.8** City Manager’s Report
 - Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting.

7. Other Business that may come properly before the City Council

8. Future Agenda Items

These items will be added to a future agenda with direction from Council.

9. Adjourn Regular Kingsburg City Council Meeting.

Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at City Hall, in the City Clerk’s office, during normal business hours. In addition, such writings and documents may be posted on the City’s website at www.cityofkingsburg-ca.gov.

I hereby certify, under penalty of perjury under the laws of the State of California that the foregoing Agenda was posted at the front entrance of City Hall not less than 72 hours prior to the meeting. Dated this 1st day of November 2019.

Abigail Palsgaard, City Clerk

**Kingsburg City Council
Regular Meeting Minutes
October 2, 2019**

6 P.M. REGULAR SESSION MEETING:

Invocation was given by Mayor Pro-Temp Laura North, followed by the Pledge of Allegiance led by Mayor Michelle Roman.

Call to Order and Roll Call: At 6:00 P.M. Mayor Michelle Roman called the regular meeting of the Kingsburg City Council to order.

Council Members Present: Jewel Hurtado, Vince Palomar, Sherman Dix, Laura North, and Mayor Michele Roman.

Staff Present: City Manager Alexander Henderson, City Attorney Michael Noland, Fire Chief Daniel Perkins, and City Clerk Abigail Palsgaard.

Public Comments: None

Approve Agenda: A motion was made by Council Member Hurtado, seconded by Council Member North, to approve the Agenda, as published. The motion carried by unanimous voice vote.

Consent Calendar: A motion was made by Council Member North, seconded by Council Member Dix to approve the items appearing on the Consent Calendar.

- 4.1 Approval of City Council Minutes:** Approve the minutes from the September 18, 2019 Regular City Council Meeting, as prepared by City Clerk Abigail Palsgaard.
- 4.2 Check Register:** Ratify/approve payment of bills listed on the check register for the period September 11, 2019 through September 25, 2019 as prepared by Accounts Payable Clerk Grace Reyna.
- 4.3 Approve Resolution 2019-049 supporting balanced energy solutions that provide it with the decision-making authority and resources needed to achieve the State's climate goals and opposes proposed state legislation and policy that eliminate local control by mandating technologies that can be used to power buildings and fuel vehicles, and also meet or exceed emissions reductions regulations and approve the Mayor as a supporter.**
- 4.4 Approve the Closing Down of Draper Street for the Kingsburg High School Pep Rally on November 1, 2019-** Staff Report prepared by Community Services Director Adam Castaneda.
- 4.5 Approve Kingsburg Senior Center CDBG#19391 Grant Agreement with the County of Fresno for adding solar panels and replacing the floor.**
- 4.6 Adopt Resolution 2019-051 A Resolution of the City Council of the City of Kingsburg adding the Trolley Rental Fees and the Community Facilities District Annexation Fees to the City's Master Fee Schedule-** Staff Report prepared by City Clerk Abigail Palsgaard.

4.7 Adopt Resolution 2019-052 A Resolution of The City Council of The City Of Kingsburg Adopting A Negative Declaration for The City Of Kingsburg Water Well Treatment Project.

REGULAR CALENDAR

Recognition of Steven Hash and Elizabeth Shafer for Their Donation of Land for an Athletic Field for Community Use.

A motion was made by Council Member North, seconded by Council Member Hurtado, to adopt Resolution 2019-050 Recognizing Steven Hash & Elizabeth Shafer for their donation of land for an athletic field for community use. The motion carried by unanimous voice vote.

Mayor Michelle Roman presented the Resolution. The Kingsburg Youth Baseball Association President and City Council thanked Mr. Hash.

Linnaea Villas (Senior Housing at Sierra and Madsen) Update. - Oral Report by Michael Duarte, Fresno Housing Authority

Mr. Duarte stated that construction should start by December 1st. He said that it is a challenging location. They are working with Caltrans, the irrigation ditch, and the housing project. He said that they are going with the blue color scheme. He commented on some of the amenities including a dog park for the residents, two outdoor living spaces, bar-b-ques, shade structures, and benches. He also talked about the community center which will have a computer room and a kitchen.

October 2019 Kingsburg Fire Department Council Update. - Report prepared by Fire Chief Daniel Perkins

Fire Chief Daniel Perkins spoke about trainings, response time, and the issues with Park Kingsburg. He addressed Council's questions about weed abatement and the pallet company.

Measure E Update – FY2019 - Prepared by City Manager Alexander Henderson

City Manager Alexander Henderson reported that since the Measure E 1% Public Safety Tax was passed, we have had 3 full quarters of sales taxes and the revenue was higher than the conservative estimate. He reviewed the expenditures to date and said that revenues are higher because of vehicle sales and online purchases.

CalPERS Additional Discretionary Payments. - Prepared by City Manager Alexander Henderson

City Manager Alexander Henderson spoke about annual pension costs. The City has a surplus from a one-time property sale. 70% of surplus will go into the CalPERS Surplus Fund. The Finance Committee discussed and recommended making 3 additional payments, equaling \$850,000, to CalPERS saving \$1,229,733 in interest.

Council Member Dix commented that we get a good return on the investment that will be greatly beneficial if we go into a recession. He then made a motion to authorize staff to move ahead with Additional Discretionary Payments (for the funds as outlined in the City Manager's report). The motion was seconded by Council Member Palomar and carried by unanimous voice vote.

Code Enforcement Update - Prepared by City Manager Alexander Henderson

City Manager Alexander Henderson shared a graph showing how many Code Enforcement cases have come through and how many are still open or have been closed. He reviewed the pictures that were provided with his report. He also spoke about the homeless and what our procedures are.

Informational - no action required.

Council Reports and Staff Communications

Community Services Commission – Council Member North reported that they will be meeting at the end of October.

Public Safety Committee – Council Member Palomar reported that they will be meeting at the end of October.

Chamber of Commerce – Council Member Hurtado reported that they will meet next week.

Economic Development Committee – City Manager Alexander Henderson reported that they haven't met but he has discussed the Downtown Business Association with a potential consultant. He also spoke about the trolley.

Finance Committee – City Manager Alexander Henderson reported that their recommendations were presented tonight.

Planning Commission – City Manager Alexander Henderson reported that they will meet this month with a public hearing on Air BNB's.

South Kings Groundwater Sustainability Agency Joint Powers Authority (SKGSA) Council Member Dix reported that they will meet next week.

City Manager's Report – City Manager Alexander Henderson reminded Council that the next meeting on October 16th has been cancelled (due to conflict with the League of California Cities Annual Conference). He reminded Council that the City of Kingsburg Horse Race at the Fresno Fair is tomorrow. He stated that he is still getting the details on the Prop 56 grant recipient for tobacco.

Other Business that may come properly before the City Council

Council Member Hurtado said that she would like to discuss the community center and senior center swapping spots as Council Member North has mentioned. Council Member North asked when our contract with Mid Valley is up. City Manager Alexander Henderson said in 2024. Council Member North said that there has been a lot of complaints.

Future Agenda Items

These items will be added to a future agenda with direction from Council. - None

Adjourn Regular Kingsburg City Council Meeting into Closed Session

At 7:30 P. M. Mayor Roman adjourned the Kingsburg City Council into Closed Session to discuss the following item(s):

CONFERENCE WITH LABOR NEGOTIATORS

California Government Code Section 54957.6

City Designated Representative: Alexander Henderson

Employee Organization: Kingsburg Public Service Employees (KPSEA)

At 7:46 P. M. Mayor Roman adjourned out of Closed Session into the Regular Kingsburg City Council Meeting and report out of Closed Session.

City Attorney Michael Noland said that there is no report out.

Adjourn – At 7:47 P. M. Mayor Roman adjourned the Regular Kingsburg City Council Meeting.

Submitted by:

Abigail Palsgaard, City Clerk

Accounts Payable

Checks by Date - Summary by Check Date

User: gracer
Printed: 10/31/2019 12:26 PM



City of Kingsburg
1401 Draper Street
Kingsburg, CA 93631-1908
(559)897-5821

Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	3231	ICMA RETIREMENT CORPORATION - 1	09/27/2019	484.20
ACH	3470	Internal Revenue Service - ACH	09/27/2019	40,490.44
ACH	3471	Employment Development Department - A	09/27/2019	6,542.98
ACH	3472	CalPERS - ACH	09/27/2019	31,771.07
ACH	3526	Public Employees Retirement System 457 I	09/27/2019	20.00
ACH	3470	Internal Revenue Service - ACH	09/27/2019	1,389.84
ACH	3471	Employment Development Department - A	09/27/2019	116.82
ACH	3472	CalPERS - ACH	09/27/2019	662.11
Total for 9/27/2019:				81,477.46
76592	3806	ADVENTIST HEALTH - REEDLEY	10/04/2019	1,084.06
76593	3006	AIRGAS NCN	10/04/2019	275.23
76594	3993	TOM ALBERDA	10/04/2019	1,062.50
76595	3007	ALERT-O-LITE, INC.	10/04/2019	103.40
76596	3891	AMERICAN BUSINESS MACHINES	10/04/2019	8.00
76597	3029	AT&T CALNET 3	10/04/2019	404.93
76598	3753	ATTENTION TO DETAIL	10/04/2019	200.00
76599	3449	BLUE SHIELD OF CALIFORNIA	10/04/2019	38,042.00
76600	3634	RYAN BOYD	10/04/2019	249.99
76601	3053	BRYAN'S CLASSIC COLORS	10/04/2019	2,800.00
76602	3054	BSK ASSOCIATES	10/04/2019	2,405.00
76603	3829	BULLDOG TOWING	10/04/2019	225.00
76604	3063	CALIFORNIA POLICE CHIEFS' ASSOC	10/04/2019	125.00
76605	3704	CANON FINANCIAL-EQUIPMENT SAL	10/04/2019	256.28
76606	3067	CARDMEMBER SERVICE	10/04/2019	18,127.66
76607	3074	CENTRAL SANITARY SUPPLY	10/04/2019	226.56
76608	3551	CENTRAL VALLEY TOXICOLOGY	10/04/2019	189.00
76609	4133	CFS-CUSTOM FUNDRAISING SOLUTIC	10/04/2019	4,782.09
76610	3111	COLLINS & SCHOETTLER	10/04/2019	6,637.50
76611	3114	8155 50 019 0015979 COMCAST-F & A	10/04/2019	231.53
76612	3190	ITSD-DATA PROCESSING SERVICES C	10/04/2019	65.78
76613	3816	SHERMAN DIX	10/04/2019	388.36
76614	3750	EAGLE ENGRAVING, INC.	10/04/2019	29.03
76615	3987	MARK EATON	10/04/2019	1,075.00
76616	3693	FERGUSON ENTERPRISES, INC.	10/04/2019	3,455.44
76617	3199	FMAAA	10/04/2019	507.98
76618	3198	FRESNO TRUCK CENTER	10/04/2019	1,011.16
76619	3202	FUTURE FORD OF CLOVIS	10/04/2019	622.42
76620	3221	ALEX HENDERSON	10/04/2019	943.50
76621	3222	HENRY SCHEIN, INC.	10/04/2019	809.91
76622	3550	HERWALDT MOTORSPORTS	10/04/2019	210.59
76623	3225	HOME DEPOT CREDIT SERVICES	10/04/2019	158.24
76624	3995	JEWEL HURTADO	10/04/2019	231.00
76625	3999	IRON MOUNTAIN	10/04/2019	35.00
76627	3249	KAISER FOUNDATION HEALTH PLAN	10/04/2019	3,323.66
76628	3250	KELLER FORD LINCOLN	10/04/2019	246.37

Check No	Vendor No	Vendor Name	Check Date	Check Amount
76629	3253	KINGSBURG CHAMBER OF COMMERCE	10/04/2019	2,500.00
76630	3946	KINGSBURG GLASS & SCREEN	10/04/2019	88.00
76631	3625	KINGSBURG MEDIA FOUNDATION	10/04/2019	1,179.74
76632	3269	LAW & ASSOCIATES	10/04/2019	3,000.00
76633	3277	LINCOLN AQUATICS	10/04/2019	581.39
76634	4140	MC SOLUTIONS	10/04/2019	2,500.00
76635	4141	Jacob Mitchell	10/04/2019	80.00
76636	3636	NATIONWIDE	10/04/2019	1,214.00
76637	3307	NELSON'S ACE HARDWARE	10/04/2019	941.56
76638	3309	NEWMAN TRAFFIC SIGNS	10/04/2019	1,984.38
76639	3961	OoSoSHARP, LLC.	10/04/2019	4,430.60
76640	3315	P G & E	10/04/2019	7,075.08
76641	4004	VINCE PALOMAR	10/04/2019	231.00
76642	3450	ABIGAIL PALSGAARD	10/04/2019	283.50
76643	3329	POLYACK MARKETING	10/04/2019	3,543.34
76644	3938	PROFESSIONAL ACCOUNT MANAGEMENT	10/04/2019	23.04
76645	3334	PROFESSIONAL PRINT & MAIL, INC	10/04/2019	170.39
76646	4138	ANDREW RANGEL	10/04/2019	204.62
76647	3354	ROBINA WRIGHT ARCHITECT & ASSOCIATES	10/04/2019	3,960.00
76648	3818	MICHELLE ROMAN	10/04/2019	231.00
76649	4105	SANDERS Screen Craft & Digital	10/04/2019	248.24
76650	3537	SECOND CHANCE ANIMAL SHELTER	10/04/2019	250.00
76651	3369	SILVAS OIL COMPANY, INC.	10/04/2019	5,040.99
76652	3380	STATE OF CALIFORNIA-DEPARTMENT OF JUDICIAL ADMINISTRATION	10/04/2019	105.00
76653	3381	STATE OF CALIFORNIA-DEPARTMENT OF TRANSPORTATION	10/04/2019	302.70
76654	4028	SUPERIOR POOL CARE	10/04/2019	2,600.00
76655	3389	STATE WATER RESOURCES CONTROL	10/04/2019	180.00
76656	3391	T&T PAVEMENT MARKING & PRODUCTS	10/04/2019	268.53
76657	3506	TOSHIBA FINANCIAL SERVICES	10/04/2019	691.99
76658	4139	TUFF SHED, INC	10/04/2019	79.00
76659	3416	VERIZONWIRELESS	10/04/2019	1,051.13
76660	3419	VIKING CLEANING SERVICE	10/04/2019	3,076.02
76661	3493	VILLAGE TIRE SALES	10/04/2019	22.00
76662	3469	WECO SUPPLY CO., INC.	10/04/2019	31.50
76663	3428	WESTERN LIGHTSOURCE	10/04/2019	996.07
76664	3448	CHRISTINA WINDOVER	10/04/2019	738.50
76665	3430	WONG, ANDY & BETTY	10/04/2019	2,600.00
76666	4134	YOURMEMBERSHIP.COM.INC	10/04/2019	498.00
Total for 10/4/2019:				143,550.48
ACH	3231	ICMA RETIREMENT CORPORATION - ACH	10/11/2019	484.20
ACH	3470	Internal Revenue Service - ACH	10/11/2019	39,584.30
ACH	3471	Employment Development Department - ACH	10/11/2019	6,329.98
ACH	3472	CalPERS - ACH	10/11/2019	30,576.17
ACH	3475	Empower	10/11/2019	2,986.53
ACH	3476	CHILD SUPPORT STATE DISBURSEMENTS	10/11/2019	505.84
ACH	3526	Public Employees Retirement System 4571	10/11/2019	20.00
ACH	3470	Internal Revenue Service - ACH	10/11/2019	2,364.63
ACH	3471	Employment Development Department - ACH	10/11/2019	164.83
ACH	3472	CalPERS - ACH	10/11/2019	61.22
Total for 10/11/2019:				83,077.70
76667	3005	AFLAC	10/18/2019	951.38
76668	3006	AIRGAS NCN	10/18/2019	667.69
76669	3993	TOM ALBERDA	10/18/2019	225.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
76670	3891	AMERICAN BUSINESS MACHINES	10/18/2019	8.00
76671	3020	ANGELICA TEXTILES SERVICES COR	10/18/2019	497.23
76672	3697	ASI	10/18/2019	1,320.00
76673	3027	AT & T	10/18/2019	260.59
76674	3029	AT&T CALNET 3	10/18/2019	1,927.47
76675	3030	AT&T MOBILITY	10/18/2019	965.31
76676	3753	ATTENTION TO DETAIL	10/18/2019	200.00
76677	4132	AVILA BEACH CIVIC ASSOCIATION	10/18/2019	650.00
76678	3038	BENETRAC	10/18/2019	425.00
76679	3042	BEST UNIFORMS	10/18/2019	397.33
76680	3634	RYAN BOYD	10/18/2019	60.00
76681	3056	CAL STATE TERMITE AND PEST	10/18/2019	460.00
76682	3571	CALIFORNIA LAW ENFORCEMENT AS	10/18/2019	50.00
76683	3062	CALIFORNIA PEACE OFFICERS' ASSO	10/18/2019	750.00
76684	3704	CANON FINANCIAL-EQUIPMENT SAL	10/18/2019	1,044.08
76685	3073	CDW GOVERNMENT, INC.	10/18/2019	6,103.24
76686	3918	CINTAS	10/18/2019	1,383.20
76687	3115	COMCAST-PD	10/18/2019	161.20
76688	3116	COMCAST-PW's	10/18/2019	152.16
76689	3685	COMMUNITY MEDICAL CENTER	10/18/2019	175.00
76690	3119	COOK'S COMMUNICATIONS CORP.	10/18/2019	180.00
76691	3128	COUNTY OF TULARE	10/18/2019	1,198.52
76692	3144	DEPARTMENT OF CONSERVATION	10/18/2019	540.14
76693	3148	DON BERRY CONSTRUCTION	10/18/2019	380,349.60
76694	3150	DOWNTOWN FORD SALES	10/18/2019	55,311.75
76695	3987	MARK EATON	10/18/2019	300.00
76696	3158	ENER POWER	10/18/2019	6,584.00
76697	3186	FRESNO COUNTY CLERK	10/18/2019	2,354.75
76698	3188	FRESNO COUNTY SHERIFF	10/18/2019	15,773.05
76699	4145	GEAR 911 SPECIALTIES, INC.	10/18/2019	1,378.22
76700	3219	HEALTHWISE SERVICES	10/18/2019	175.00
76701	3221	ALEX HENDERSON	10/18/2019	278.35
76702	3222	HENRY SCHEIN, INC.	10/18/2019	451.44
76703	3643	ICMA MEMBERSHIP RENEWAL	10/18/2019	200.00
76704	3999	IRON MOUNTAIN	10/18/2019	35.00
76705	3237	JC'S LAWN SERVICE	10/18/2019	5,650.00
76706	4137	JOBS AVAILABLE	10/18/2019	323.00
76707	3244	JORGENSEN & CO.	10/18/2019	1,087.46
76708	3245	J'S COMMUNICATIONS, INC.	10/18/2019	270.00
76709	3248	KAHN, SOARES & CONWAY, LLP	10/18/2019	5,830.00
76710	3904	KIMBALL MIDWEST	10/18/2019	98.02
76711	3254	KINGSBURG CHEVRON	10/18/2019	290.00
76712	3625	KINGSBURG MEDIA FOUNDATION	10/18/2019	2,070.00
76713	3259	KINGSBURG SUPERMARKET, INC.	10/18/2019	23.18
76714	3269	LAW & ASSOCIATES	10/18/2019	600.00
76715	3272	LEE CENTRAL CALIFORNIA NEWSPAI	10/18/2019	327.86
76716	3276	LIFE ASSIST INC	10/18/2019	94.71
76717	3277	LINCOLN AQUATICS	10/18/2019	3,472.45
76718	3943	MADERA UNIFORM	10/18/2019	454.25
76719	3518	METRO UNIFORM	10/18/2019	357.52
76720	3293	MID VALLEY DISPOSAL	10/18/2019	102,386.90
76721	3299	MUNICIPAL CODE CORPORATION	10/18/2019	900.00
76722	3466	NAPA AUTO PARTS	10/18/2019	1,191.44
76723	4144	NORTH STAR GENERAL, INC.	10/18/2019	79.00
76724	3312	O'REILLY AUTO PARTS	10/18/2019	10.88
76725	3315	P G & E	10/18/2019	38,382.89
76726	3321	PETERS ENGINEERING GROUP	10/18/2019	142,925.75

Check No	Vendor No	Vendor Name	Check Date	Check Amount
76727	3327	PITNEY BOWES GLOBAL FINANCIAL	10/18/2019	177.95
76728	3330	POSTMASTER	10/18/2019	92.00
76729	3333	PRICE, PAIGE & COMPANY	10/18/2019	305.00
76730	4030	PRINT THEORY	10/18/2019	653.85
76731	3334	PROFESSIONAL PRINT & MAIL, INC	10/18/2019	1,089.44
76732	4143	LOIS REIBER	10/18/2019	125.00
76733	3358	S & S WORLDWIDE, INC.	10/18/2019	150.11
76734	3359	S&W HEALTHCARE CORP.	10/18/2019	135.81
76735	3363	SAVE MART SUPERMARKETS	10/18/2019	18.45
76736	3369	SILVAS OIL COMPANY, INC.	10/18/2019	4,615.14
76737	4142	SPARKLETTS	10/18/2019	81.18
76738	3380	STATE OF CALIFORNIA-D O J	10/18/2019	224.00
76739	3381	STATE OF CALIFORNIA-D O T	10/18/2019	301.18
76740	3397	THE GAS COMPANY	10/18/2019	2,458.42
76741	3416	VERIZONWIRELESS	10/18/2019	266.07
76742	3421	VINCENT COMMUNICATIONS, INC.	10/18/2019	599.26
76743	4102	VIVINT SOLAR DEV., LLC - ATT: AR D	10/18/2019	179.80
Total for 10/18/2019:				802,241.67
ACH	3231	ICMA RETIREMENT CORPORATION - V	10/25/2019	484.20
ACH	3470	Internal Revenue Service - ACH	10/25/2019	38,855.92
ACH	3471	Employment Development Department - A	10/25/2019	6,052.85
ACH	3472	CalPERS - ACH	10/25/2019	31,575.79
ACH	3475	Empower	10/25/2019	2,986.53
ACH	3476	CHILD SUPPORT STATE DISBURSEME	10/25/2019	505.84
ACH	3526	Public Employees Retirement System 457 I	10/25/2019	20.00
76744	3716	FRANCHISE TAX BOARD STATE OF C/	10/25/2019	200.00
Total for 10/25/2019:				80,681.13
ACH	3470	Internal Revenue Service - ACH	10/30/2019	205.72
ACH	3471	Employment Development Department - A	10/30/2019	13.45
Total for 10/30/2019:				219.17
Report Total (179 checks):				1,191,247.61



Meeting Date: 11/06/2019
Agenda Item: 4.3

CITY COUNCIL MEETING STAFF REPORT

REPORT TO: Mayor Roman & City Council

REPORT FROM: Christina Windover, Director of Administrative Services

REVIEWED BY: AP

AGENDA ITEM: KPSEA Contract Renewal Update

ACTION REQUESTED: ☐ Ordinance ☐ Resolution ☒ Motion ☐ Receive/File

EXECUTIVE SUMMARY

Staff has reached a tentative agreement with the Kingsburg Public Service Employees Association (KPSEA) for the 2020-2021 Memorandum of Understanding (MOU). KPSEA covers the following employees:

Account Clerk I	Department Secretary II
Account Clerk II	Maintenance Worker I
Account Clerk III	Maintenance Worker II
Admin. Assistant (vacant)	Maintenance Worker III
Building Inspector (vacant)	Water Operator I
Equipment Mechanic	Water Operator II
Department Secretary I (vacant)	Water Operator III

The discussions with this group were relatively brief, as most of the contract language is relatively straightforward and meets the needs of City requirements. Of issue for this session include the following:

1. **Article 9. Sick Leave:** Beginning on 1/1/2020 the sick leave accrual shall have a maximum cap of 600. For purposes of PERS credit, employees are entitled to either:
 - a. **Cash-out:** Upon retirement from CITY service, an employee in good standing with at least ten (10) consecutive years of service is entitled to cash out one-half (1/2) of up to 400 hours of sick leave accumulated at the date of retirement. After twenty (20) or more years of service to the City, an employee is entitled to cash out seventy-five (75%) of up to 400 hours of sick leave accumulated at the date of retirement.
 - b. **PERS Credit:** Upon retirement from CITY service, an employee in good standing with at least ten (10) consecutive years of service is entitled to roll one-half (1/2) of up to 600 hours of sick leave accumulated at the date of retirement into CalPERS service credit. After twenty (20) or more years of service to the City, an employee is entitled to roll seventy-five (75%) of up to 600 hours of sick leave accumulated at the date of retirement into CalPERS service credit.

Impact: No immediate financial impact. Language change. Brings KPSEA in line with other bargaining groups as it relates to use of sick leave for PERS credit. Maintains our payout liability at existing benefit level. Offers additional benefit to those who do not utilize all their sick days.

2. **Article 10. Sick Leave Conversion:** Sick leave conversion- increase 5 sick days to 5 vacation days.

Impact: No hard-financial cost increase. Offers additional vacation time for those who accumulate over 34 days of sick leave. Current ratio is 3 days to 3 days. 5 days is what is currently offered to POA.

3. **Article 16. Wages:** City to provide a wage increase over the two-year term to be distributed as follows:

- January 1, 2020 - 2.5% COLA
- July 1, 2020 - 2.5% non-pensionable one-time payment stipend*
- January 1, 2021 - 2.5% COLA
- July 1, 2021 - 2.5% non-pensionable one-time payment stipend*

* One-time payments in the form of a deferred compensation 457 plan contribution or cash out. Association members may only elect one option using an election form provided by the City. The amount paid is 2.5% of all association members average base pay.

Impact: Offers a mix of COLA and one-time funds which have long-term PERS impacts.

FY2020: (1/1/2020) 2.5% COLA equates to \$20,277 (19/20 budget experiences half this increase due to 1/1 implementation)

FY2020-2021: (7/1/2020) 2.5% stipend equates to \$17,403 (one-time amount – no roll-up costs)

FY2020-2021: (1/1/2021) 2.5% COLA equates to \$20,987 (20/21 budget experiences half this increase due to 1/1 implementation)

FY2021-2022: (7/1/2021) 2.5% stipend equates to \$17,838 (one-time amount – no roll-up costs)

Total costs over the life of the MOU are: \$41,265 in COLA and \$35,241 in one-time costs (\$76,506).

It's important to note that the terms of the agreement are taken as a package. Other non-substantive revisions have been made to clarify existing language. Furthermore, adding a Savings Clause and Full-Understanding Clause is proposed to make the KPSEA MOU consistent with other City employee bargaining units.

RECOMMENDED ACTION BY CITY COUNCIL

1. *Approve the proposed 2020-2021 KPSEA MOU*

POLICY ALTERNATIVE(S)

1. Do not approve the proposed MOU and provide staff direction.

REASON FOR RECOMMENDATION/KEY METRIC

City Council is required by law to review and adopt all contracts between the City and employee bargaining groups. City Council has previously provided direction on the terms of this MOU.

FINANCIAL INFORMATION

FISCAL IMPACT:

- | | |
|------------------------------|---------------|
| 1. Is There A Fiscal Impact? | <u>Yes</u> |
| 2. Is it Currently Budgeted? | <u>Yes</u> |
| 3. If Budgeted, Which Line? | <u>Varies</u> |

ATTACHED INFORMATION

1. Proposed 2020-2021 KPSEA MOU

2020-2021
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF KINGSBURG AND THE
KINGSBURG PUBLIC SERVICE EMPLOYEES ASSOCIATION

This is a "Memorandum of Understanding" ("MOU") between the CITY OF KINGSBURG ("CITY") and the KINGSBURG PUBLIC SERVICE EMPLOYEES ASSOCIATION ("ASSOCIATION"). This MOU and applicable sections of the City's Personnel Manual and related rules and regulations, set forth the full and only agreement on wages, hours and terms and conditions of employment which are subject to negotiation between the ASSOCIATION and the CITY. This MOU does not in any way modify, alter, and/or abrogate the City's "Management Rights," as authorized by law.

ARTICLE 1.
ASSOCIATION/RECOGNITION

CITY has recognized ASSOCIATION as the exclusive representative of the full time employees employed in the job classifications listed below. For purposes of this MOU, except as otherwise noted, a "full time employee" is (i) one who is regularly scheduled: to work forty (40) hours per week; to work an average of forty (40) hours per week in a bi-weekly period and (ii) has successfully completed the applicable probationary period.

CLASSIFICATION TITLES

Account Clerk I
Account Clerk II
Account Clerk III
Administrative Assistant
Building Inspector I/Code Enforcement Officer
Building Inspector II/Code Enforcement Officer
Department Secretary I
Department Secretary II
Equipment Mechanic
Maintenance Worker I
Maintenance Worker II
Maintenance Worker III
Water Operator I
Water Operator II
Water Operator III

Unless otherwise expressly stated, the singular or plural of the word "employee" as used in this MOU means "full time employee" as defined above.

ARTICLE 2.
HOURS OF WORK AND OVERTIME

The normal work week shall consist of five (5) consecutive days of Monday through Friday with eight (8) hours of work per day [a forty (40) hour work week]. Within that normal forty (40) hour work week, CITY has discretion to schedule group or individual normal daily starting times to be no earlier than 6:30 a.m. with normal daily ending times to be no later than 6:00 p.m. In addition, CITY has discretion to set group or individual normal biweekly work schedules with those same starting and ending times to consist of not more than eighty (80) hours of work within a two (2) week period [an average of forty (40) hours per week in a bi-weekly period] so long as not more than ten (10) hours of work per day or fifty (50) hours of work per week per employee is so scheduled. Each normal work day shall be scheduled to start and end within the number of consecutive hours which do not exceed the number of shift hours scheduled for that day plus not to exceed one (1) additional hour to allow for an unpaid meal period at approximately mid-shift of not less than one-half (1/2) hour nor more than one (1) hour with the end time to be adjusted accordingly.

All overtime work must be authorized by the Department Head in advance. For the purpose of computing overtime, only hours actually worked and hours from paid sick leave shall be considered as hours worked. Neither paid vacation nor holiday time will be considered as hours worked for the purpose of computing overtime. Overtime pay at the rate of one and one-half (1 1/2) times the employee's straight time hourly wage rate shall be paid for all hours worked in excess of eight in one day or forty (40) hours per week, or eighty (80) hours per bi-weekly period, whichever schedule applies, or as required by law. Alternatively, employees may elect to accrue compensatory time at the rate of one and one-half (1 1/2) times the number of overtime hours worked. Any employee who is separated from CITY service shall be entitled to payment for accrued compensatory time at the employee's base hourly wage at the time of the employee's separation, less all normal deductions.

Notwithstanding anything in this MOU to the contrary, and regardless of an employee's normal scheduled work day(s), the term "day," when used in conjunction with CITY paid time off benefits (such as holidays, vacation, sick leave, etc.), shall mean an eight (8) hour day only.

ARTICLE 3.
EDUCATIONAL REIMBURSEMENT

Employees who receive advance approval (Department Heads' approval is based upon a finding that courses are job related and sufficient funds remain in the training appropriation), voluntarily attend and successfully complete (with a grade "C" or better) community college/California State University undergraduate courses of instruction or equivalent (including technical institute courses) will be reimbursed for documented out-of-pocket expenditures for course fees and books limited to four hundred dollars (\$400.00) per school year. As a condition of reimbursement, the employee must sign documents agreeing to reimburse CITY if he/she leaves CITY's employment within one (1) year from the date of CITY contribution.

ARTICLE 4.
REST PERIODS

Employees shall be allowed a paid rest period not to exceed fifteen (15) minutes during the approximate mid-point of each work period preceding and following the daily lunch period. Rest periods will be scheduled with the employees' supervisor so that the delivery of services is not adversely impacted. If events interfere with a scheduled rest period, the employee will contact his/her supervisor to reschedule a rest period sometime during that work period.

ARTICLE 5.
LUNCH PERIOD

Each employee's lunch period shall be unpaid; and shall normally be scheduled near the middle of each work day for that employee. Lunch periods will be scheduled with the employee's supervisor so that the delivery of services is not adversely impacted. If events interfere with a scheduled lunch period, the employee will contact his/her supervisor to reschedule a lunch period at some other convenient time as near the middle of that work day as feasible.

ARTICLE 6.
HOLIDAYS

The following days are recognized as paid holidays:

<u>Holiday</u>	<u>Date</u>
New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Lincoln's Birthday	2 nd Monday in February
Washington's Birthday	3 rd Monday in February
Good Friday	One-half day Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31
Employee's Birthday	May be used as a floating holiday; must be used in the same calendar year or it is lost

ARTICLE 7.

VACATION

Employees shall be entitled to annual vacation leave, with pay, at the convenience of CITY, and shall earn annual vacation credits at the following rates:

<u>Years of Service</u>	<u>Days of Vacation</u>
1-5 years	12 days
6 years	13 days
7 years	14 days
8 years	15 days
9 years	16 days
10 years	17 days
11 years	18 days
12 years	19 days
13 years	20 days
20 years	25 days

Vacation leave accrual shall have a maximum cap of two hundred forty (240) hours. Thus, when an employee reaches this cap, there will be no vacation accrual until the vacation leave accrued is below the maximum cap of 240 hours. Employees with hours in excess of two hundred forty (240) hours as of 1/1/2015 shall have such excess hours set aside in a separate, non-accruing “vacation leave bank.” Effective 1/1/2015, if an employee has a “vacation leave bank,” seventy-five percent (75%) of all vacation time utilized will be deducted from this separate “vacation leave bank” until the excess is depleted and the separate “vacation leave bank” is thereby eliminated.

ARTICLE 8.

UNIFORMS

In accordance with CITY regulations, employees shall be required to wear CITY-proscribed and provided full uniforms (including footwear) at all times when on duty including while on-call. CITY will provide laundry service for uniforms. Uniforms (including footwear) shall only be worn while performing CITY duties.

ARTICLE 9.

SICK LEAVE

Employees earn fifteen (15) days of sick leave per year, at a rate of ten (10) hours per month. Beginning on 1/1/2020 the sick leave accrual shall have a maximum cap of 600. For purposes of PERS credit, employees are entitled to either:

- a. **Cash-out:** Upon retirement from CITY service, an employee in good standing with at least ten (10) consecutive years of service is entitled to cash out one-half (1/2) of up to 400 hours of sick leave accumulated at the date of retirement. After twenty (20) or more years of service to the City, an employee is entitled to cash out seventy-five (75%) of up to 400 hours of sick leave accumulated at the date of retirement.
- b. **PERS Credit:** Upon retirement from CITY service, an employee in good standing with

at least ten (10) consecutive years of service is entitled to roll one-half (1/2) of up to 600 hours of sick leave accumulated at the date of retirement into CalPERS service credit. After twenty (20) or more years of service to the City, an employee is entitled to roll seventy-five (75%) of up to 600 hours of sick leave accumulated at the date of retirement into CalPERS service credit.

Employees with hours in excess of four hundred (400) hours as of 1/1/2015 had such excess hours set aside in a separate, non-accruing "sick leave bank." Effective 1/1/2015, seventy-five percent (75%) of all sick time utilized will be deducted from this separate "sick leave bank" until this excess is depleted and the separate "sick leave bank" is thereby eliminated.

ARTICLE 10. **SICK LEAVE CONVERSION**

Employees who have an accumulated balance of thirty-four (34) or more days of sick leave as of the end of the last full pay period in June may elect to convert up to a maximum of five (5) sick leave days to an equal number of vacation days. The conversion will come from the "sick leave bank" as defined by and in accordance with, Article 9 of this MOU.

ARTICLE 11. **ON-CALL PAY**

Employees in the Public Works Department who are designated by the Department Head as "on-call" shall be paid twenty dollars (\$20.00) per weekday (Monday through Friday) and thirty dollars (\$30.00) per weekend day (Saturday and/or Sunday) for on-call duty, and double the on-call daily rate for any holiday on-call. Double the employee's regular hourly rate will be paid for any actual hours worked while on-call.

ARTICLE 12. **RETIREMENT**

A) Public Employees' Retirement System ("PERS"). CITY shall provide access to Public Employees' Retirement System ("PERS") "Miscellaneous Employees" retirement plan benefits to all eligible employees and shall pay the employer's contribution only. City employees shall pay one hundred percent (100%) of the employee's contribution/share required to participate in PERS. The existing PERS "Miscellaneous Employees" retirement plan elements are set by the existing contract between CITY and PERS; and are generally described as follows:

- 1) PERS credit of two percent (2 %) per year of PERS membership at age fifty-five (55) for current employees only. Employees shall pay one hundred percent (100%) of the employee's contribution/share required to participate in PERS. A second tier retirement plan shall be created for all new miscellaneous employees effective January 1, 2013, of two percent (2 %) per year of PERS membership at age sixty-two (62), if authorized by law and PERS. The contribution rate and formula for "new members"

shall comply with California Public Employees' Pension Reform Act of 2013 (AB 340). New employees shall pay one hundred percent (100%) of the employee contribution/share required to participate in PERS. Implementation effective as soon as allowed by PERS.

- 2) Social Security coordination
- 3) 1957 Survivor's Benefits
- 4) Final compensation determined as highest of thirty-six (36) consecutive months of PERS membership
- 5) Ordinary Disability Retirement
- 6) Two percent (2 %) maximum annual cost-of-living allowance after retirement
- 7) Pre-retirement death benefit of total contribution plus interest earned returned to survivor plus one (1) month pay for each year in the retirement system up to six (6) years
- 8) Post-Retirement death benefit of \$500.00 (in addition to normal retirement benefits)

B) Social Security ("FICA"). CITY participates in the Social Security retirement System [the Federal Insurance Contribution Act ("FICA")]. Employee participation and benefits are required and provided in accordance with law. CITY shall pay the employer's FICA contribution,

C) State Disability Insurance ("SDI") CITY participates in the California State Disability Insurance program ("SDI"), Eligible employees shall pay for and be covered by and receive SDI benefits in accordance with law, to be coordinated as determined by CITY with accrued paid time off benefits under this MOU.

ARTICLE 13.

DIRECT DEPOSIT/DEFERRED COMPENSATION PLANS

All "new employees" hired after January 1, 2015, must participate in a direct deposit program. Employees may participate on a voluntary basis in the direct deposit and/or deferred compensation plans offered by CITY through its payroll system. Such participation must be effected using forms approved by CITY.

ARTICLE 14

HEALTH PLANS

A) Plans. In accordance with the provisions of the City selected applicable plan(s), employees will pay 12% per pay period for medical, dental, vision, and life insurance cost/premiums for the current employee, and if applicable, eligible dependents.

B) Incentive. City will offer a three tiered cash incentive (subject to taxation as wages) to those who opt out of the medical insurance plan during open enrollment or qualifying events and who provide proof satisfactory to the City of comparable, alternative health insurance coverage, and there must be no break in the employee's health plan coverage. Failure to notify the City of loss of health plan coverage will require employee to pay their insurance premiums retroactively. By opting out of insurance for the employee and/or dependent(s),

employees will receive a cash incentive for changing “tiers”. For each tier that employees qualify for and drop down from, employees will receive one hundred dollars (\$100.00) per month as cash wages. The three tiers are defined as:

1st Tier

*Family (Employee+Spouse+Child(ren))

2nd Tier

*Employee + Spouse

*Employee + Child(ren)

3rd Tier

*Employee (Employee only)

Example: If an employee with a spouse and child opts out of insurance for the dependents, that employee moves down two tiers from “Family” to “Employee” and will receive \$200.00/month. If that same employee chooses to completely opt out of insurance for the whole family, \$300.00/month would be paid.

ARTICLE 15. BILINGUAL PAY

Employees who pass a bilingual proficiency test administrated by CITY will receive two and one-half percent (2.5 %) additional pay calculated on base wages.

ARTICLE 16. WAGES

A) City to provide a wage increase over the two-year term to be distributed as follows:

- January 1, 2020 - 2.5% COLA
- July 1, 2020 - 2.5% non-pensionable one-time payment stipend*
- January 1, 2021 - 2.5% COLA
- July 1, 2021 - 2.5% non-pensionable one-time payment stipend*

* One-time payments in the form of a deferred compensation 457 plan contribution or cash out. Association members may only elect one option using an election form provided by the City. The amount paid is 2.5% of all association members average base pay.

B) Assignment Pay Differentials. As flat-rate compensation for additional hours of work and/or additional job responsibilities and in lieu of any and all other compensation of any kind for such additional work and/or responsibilities, the employee in the Building Inspector classification certified for and assigned City plan check responsibilities and duties and the employees in clerical classifications regularly assigned and performing the additional

responsibilities and duties as the Planning Commission Secretary or as the Accounts Payable Clerk, shall receive an additional pay differential of approximately five percent (5%) above that employee's regular base wages.

C) Step Increases. Step increases within a pay range shall not be automatic but shall be based upon merit and then only upon written approval by the employee's Department Head and the City Manager. Upon successful completion of probation, an employee at the "A" step shall be eligible for consideration for a step increase to "B" step. Eligibility for consideration for "C" step requires six (6) months minimum service at "B" step. Eligibility for consideration for "D" and "E" steps requires one (1) year minimum service at each of the lower steps.

ARTICLE 17.

CERTIFICATION/EDUCATIONAL INCENTIVE PAY

The Certification/Educational Incentive Pay program provides a maximum two and one-half percent (2.5%) base salary adjustment per employee for an AA, AS, BA, or BS Degree in job related fields as approved by the City and job-related Certifications identified in Exhibit A attached.

ARTICLE 18.

LONGEVITY PAY

A longevity benefit in the form of a one-time only lump sum benefit equal to \$500 for each five (5) years of service payable at the beginning of the first year of service after each fifth year increment, e.g. \$500.00 at the beginning of the 6th year \$1,000.00 at the 11th year, \$1,500.00 at the 16th year, \$2,000.00 at the 21st year, and \$2,500 at the 26th year and so on in 5-year increments.

ARTICLE 19.

SAVINGS CLAUSE

The provisions of this MOU are declared to be severable, and if any section, subsection, sentence, clause, or phrase of this MOU shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this MOU, but they shall remain in effect. It is the intent of the parties that this MOU shall stand notwithstanding the invalidity of any part. Should any portion of this MOU be found invalid or unconstitutional, the parties will meet and confer to arrive at a mutually satisfactory replacement for that provision or portion of the MOU found to be invalid or unconstitutional.

ARTICLE 20.

FULL UNDERSTANDING

It is intended that this MOU set forth the full and entire understanding of the parties

regarding the matters set forth herein, and any other previous understandings or agreements by the parties, except for addenda and side letter agreements, whether formal or informal, regarding any such matters are hereby superseded and terminated in their entirety. With respect to addenda and side letter agreements all previously existing side letter agreements and addenda and side letter agreements entered into during the term of this MOU shall continue in force subject to the terms and conditions set forth within each addendum and side letter. Further, neither party shall be bound by any promise or assurance that is not explicitly covered in this MOU, addenda, or in a side letter agreement signed by both parties.

This MOU shall govern in case of conflict with provisions of existing City ordinances, rules, and regulations pertaining to wages, hours, and other terms and conditions of employment but otherwise such ordinances, rules, and regulations shall be effective and the City Council, and other City Boards and Commissions retain the power to legislate pertaining to such matters subject to compliance with the Meyers-Milias-Brown Act.

ARTICLE 21
TERM OF AGREEMENT

Two years – January 1, 2020 – December 31, 2021.

ARTICLE 22.
REOPENER

In year two of the MOU (2020-2021), the City and/or KPSEA may reopen all economic sections of the MOU with notice given on or before January 1 of the respective year. Economic reopeners are limited to one (1) during the MOU.

SIGNATURES

CITY OF KINGSBURG ("CITY")

CITY OF KINGS BURG PUBLIC SERVICE
EMPLOYEES ASSOCIATION
("ASSOCIATION")

By: _____
Alexander J. Henderson, Date
City Manager

By: _____
Dolph Beasley, President Date



Meeting Date: 11/06/2019
Agenda Item: 4.4

CITY COUNCIL MEETING STAFF REPORT

REPORT TO: Mayor Roman & City Council

REPORT FROM: Christina Windover, Director of Administrative Services REVIEWED BY: AP

AGENDA ITEM: Kingsburg Police Officers Association – MOU 2019-2020 Revision

ACTION REQUESTED: ☐ Ordinance ☐ Resolution ☒ Motion ☐ Receive/File

EXECUTIVE SUMMARY

As required by City Ordinance, the Council must approve the labor contracts for employee associations along with any amendments or revisions to those contracts. Attached is a proposed revision to the 2019-2020 Memorandum of Understanding (MOU) between the Kingsburg Police Officers Association (“KPOA”) and the City.

Article 7. Holidays currently provides KPOA sworn employees with 96 hours of holiday pay per calendar year. KPOA sworn members tentatively agreed to remove the holiday pay provision of Article 7 for sworn personnel, which will allow the department greater flexibility with scheduling. City management and the KPOA have tentatively agreed on adding a new non-pensionable payment to sworn employees in December 2019 and December 2020 for the equivalent of 96 hours per year to Article 17. Wages. Since some of the holiday hours have already been paid to association members as holiday pay during the term of the MOU, the 2019 payment will be the difference between the number of holiday hours the association member has been paid to date and 96 hours of pay at the employee’s base hourly rate. Only those Articles that had a language change are addressed.

RECOMMENDED ACTION BY CITY COUNCIL

1. Approve the proposed KPOA MOU Revision for 2019-2020.

POLICY ALTERNATIVE(S)

1. Don’t approve proposed KPOA MOU for 2019-2020 and provide direction to staff.

REASON FOR RECOMMENDATION/KEY METRIC

1. The Council authorized the City Manager to negotiate wages and labor relations with the employee associations. The Council has provided direction for the terms of the original MOU as this is part of our financial stability initiative and staff believes the proposed changes are in-line with the original intent of Article 7 and Article 17. The Kingsburg Police Officers Association has ratified their approval of the proposed MOU changes.

FINANCIAL INFORMATION

FISCAL IMPACT:

1. Is There A Fiscal Impact? Yes
2. Is it Currently Budgeted? Yes
3. If Budgeted, Which Line? Varies

PRIOR ACTION/REVIEW

Council has authorized the City Manager to negotiate on its behalf and provided direction regarding this MOU.

BACKGROUND INFORMATION

See Executive Summary.

ATTACHED INFORMATION

1. Proposed Kingsburg Police Officers Association MOU 2019-2020 revisions for Article 7 and Article 17.

2019-2020
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF KINGSBURG AND
THE KINGSBURG POLICE OFFICERS ASSOCIATION

This is a "Memorandum of Understanding" ("MOU") between the CITY OF KINGSBURG ("CITY") and the KINGSBURG POLICE OFFICERS ASSOCIATION ("ASSOCIATION"). This MOU sets forth the full and only agreement on wages, hours and terms and conditions of employment that are subject to negotiation between the ASSOCIATION and the CITY.

ARTICLE 1.
ASSOCIATION/RECOGNITION

CITY has recognized ASSOCIATION as the exclusive representative of the full-time association members, including probationary association members, employed in the job classifications listed below and their representative agent Rains Lucia Stern St. Phalle & Silver, PC. For purposes of this MOU a "full time association member" is one who is regularly scheduled to work an average of forty (40) hours per week.

CLASSIFICATION TITLES

Police Sergeant ("**Sworn**")

Police Officer ("**Sworn**")

Records Supervisor ("**Non-Sworn**")

Police Services Technician ("**Non-Sworn**")

Unless otherwise expressly stated, the singular or plural of the word "association member" as used in this MOU means "full time association member" as defined above.

ARTICLE 2.
HOURS OF WORK

Eight (8), nine (9), ten (10), and twelve (12) hour work shifts are established for all sworn and non-sworn association members. Association members on these shifts shall be assigned at the discretion of the Chief of Police. The Chief of Police reserves the right to assign staff based upon the needs of the police department.

Standard Schedule

Standard Work Schedule – The Standard Work Schedule is defined as five (5) eight (8) hour days in each week of the pay period, for a total of 80 hours in the pay period.

1. Sworn personnel – The Standard Work Schedule for Sworn personnel shall be five (5) eight (8) hour shifts per week, with a non-guaranteed meal period not to exceed 30 minutes.
2. Non-Sworn personnel – The Standard Work Schedule for Non-Sworn personnel shall be five (5) eight (8) hour shifts per week, with a non-paid meal period of 30 minutes.

Alternative Schedules

9/80 Alternative Work Schedule – The 9/80 Alternative Work Schedule is defined as five (5) nine (9) hour shifts in one week of the pay period and three (3) nine (9) hour shifts and one (1) eight (8) hour shift in the other week of the same pay period, for a total of 80 hours in the pay period. Scheduling of the weeks shall be at the discretion of the Chief of Police or designee.

1. Sworn personnel – The 9/80 Alternative Work Schedule shall be five (5) nine (9) hour shifts in one week of the pay period and three (3) nine (9) hour shifts and one (1) eight (8) hour shift in the other week of the same pay period, with a non-guaranteed meal period not to exceed 30 minutes.
2. Non-Sworn personnel – The 9/80 Alternative Work Schedule shall be five (5) nine (9) hour shifts in the first week of the pay period and three (3) nine (9) hour shifts and one (1) eight (8) hour shift in the second week of the same pay period, with a non-paid meal period of 30 minutes.

4/10 Alternative Work Schedule – The 4/10 alternative Work Schedule is four (4) ten (10) hour shifts in each week of the pay period, for a total of 80 hours

1. Sworn personnel – The 4/10 Alternative Work Schedule for Sworn personnel shall be four (4) ten (10) hour shifts per week, with a non-guaranteed meal period not to exceed 30 minutes.
2. Non-Sworn personnel – The 4/10 Alternative Work Schedule for Non-Sworn personnel shall be four (4) ten (10) hour shifts per week with a non-paid meal period of 30 minutes.

12 Hour Alternative Work Schedule – The 12 Hour Alternative Work Schedule is defined as six (6) 12 hour shifts and one (1) eight (8) hour shift inside of a two (2) week pay period, for a total of 80 hours in the pay period.

1. Sworn Personnel – The 12 Hour Alternative Work Schedule for Sworn personnel shall be six (6) 12 hour shifts and one (1) eight-hour shift in a two (2) week pay period, with a non-guaranteed meal period not to exceed 30 minutes.

It is understood that sick leave and vacation time are earned at the same (current) rate, but are utilized on an hour for hour basis.

Association members working a 12-hour workday may be held over or asked to report to work early in order to cover shifts. Every effort will be made to limit a workday to 18 consecutive hours.

Shift Coverage for Scheduled Community Events – Shift schedules designed to provide staffing for annual, recurring community events as determined by the Police Chief will be completed and posted by the department at least fourteen (14) days in advance of the event. Exceptions may occur when events take place or information is received that necessitates changes in staffing levels within the 14-day period.

All association members available for event staffing will receive advanced notice of the sign-up posting for any event requiring overtime staffing.

Notwithstanding the above, the Police Chief or his authorized representative may assign any Police Officer to any Watch, at any time, when there exists a need or cause to make such assignment. In these cases, the Police Officer being reassigned shall be given the reasons for reassignment and at least 48 hours' notice of said reassignment except that shorter notice may be given in cases of emergent need.

ARTICLE 3. OVERTIME

All overtime work must be authorized by the Chief of Police or his designee in advance. For the purpose of computing overtime, all hours in paid status shall be considered as hours worked. Overtime pay at the rate of one and one-half (1-1/2) times the association member's straight time hourly wage rate shall be paid for all hours worked in excess of forty (40) hours per week.

Alternatively, association members may elect to accrue compensatory time at the rate of one and one-half (1-1/2) times the number of overtime hours worked. All current KPOA association members hired before January 1, 2017 may accrue a maximum of 240 hours at any given time. Once this maximum is reached there shall be no further accrual of compensatory time, until the accrual is below the maximum. All new association members hired on or after January 1, 2017, may accrue a maximum of 120 hours of compensatory time. Effective January 1, 2017, any association members whose compensatory time bank exceeds the maximum cap will be unable to accrue further comp time until they are below the maximum set forth herein. Any association member who is separated from CITY service shall be entitled to payment for accrued compensatory time at the association member's base hourly wage at the time of the association member's separation, less all normal deductions.

ARTICLE 4. NON-SWORN EDUCATION EXPENSE REIMBURSEMENT

Non-Sworn association members who receive advance approval (Department Heads' approval is based upon a finding that courses are job related and sufficient funds remain in the training appropriation), and who voluntarily attend and successfully complete (with a grade of "C" or better) community college/California State University undergraduate courses of instruction or equivalent (including technical institute courses), will be reimbursed for documented out-of-pocket expenditures for course fees and books limited to \$400 per school year.

ARTICLE 5. REST PERIODS

Association members working eight hour/five-day week shifts shall be allowed a rest period not to exceed fifteen (15) minutes during each four (4) consecutive hours of work. Association members who work more than 10 hours in a day may take a third rest period of at least 10 minutes.

Rest periods will be scheduled with the association members' supervisor so that the delivery of services is not adversely impacted. If events interfere with a scheduled rest period, the association member will contact his/her supervisor to reschedule a rest period sometime during the same four (4) hour period. Association members who believe they have not been provided the opportunity to take all rest periods should inform their supervisor immediately.

ARTICLE 6. MEAL PERIOD

All association members working over five hours in a day shall normally be scheduled for their 30-minute meal break near the middle of the normal work day. Meal periods will be scheduled with the association members' supervisor so that the delivery of service is not adversely impacted. If events interfere with a scheduled meal period, the association member shall contact his/her supervisor to reschedule a lunch period at some other convenient time as near the middle of the work day as feasible. Association members who believe they have not been provided the opportunity to take all meal periods should inform their supervisor immediately.

ARTICLE 7. HOLIDAYS

The following days are recognized as paid holidays for Non-Sworn association members:

<u>Holiday</u>	<u>Date</u>
New Year's Day	January 1
Martin Luther King Jr's Birthday	Third Monday in January
Lincoln's Birthday	2nd Monday in February
Washington's Birthday	3d Monday in February
Good Friday	One-half day Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31,
Association member's Birthday	May be used as a floating holiday; must be used in the same calendar year or it is lost

Holidays which fall on Saturday are observed on the preceding Friday; and holidays which fall on Sunday are observed on the following Monday. Holidays that occur during an association member's vacation will be treated as a paid holiday rather than a vacation day. This holiday schedule shall apply solely to Non-Sworn association members in the bargaining unit.

ARTICLE 8.
VACATION

Association members shall be entitled to annual vacation leave, with pay, at the convenience of CITY, and shall earn annual vacation credits at the following rates:

<u>Years of Service</u>	<u>Days of Vacation</u>
1-5 years	12 days
6 years	13 days
7 years	14 days
8 years	15 days
9 years	16 days
10 years	17 days
11 years	18 days
12 years	19 days
13 years	20 days
20 years	25 days

Vacation leave accrual shall be hourly as calculated by the City every pay period, in accordance with the above schedule. Vacation leave accrual shall have a maximum cap of 240 hours. Thus, when an association member reaches this cap, there will be no vacation leave accrual until the vacation leave accrued is below the maximum cap of 240 hours. Use of compensatory time for scheduled vacation is not allowed.

ARTICLE 9.
UNIFORMS/UNIFORM ALLOWANCES

In accordance with CITY regulations, Sworn association members shall be required to wear CITY prescribed, full uniforms (including footwear) at all times when on duty, on an assignment that requires a uniform or as directed by the Chief of Police or his designee. Uniforms shall only be worn while performing City duties or as authorized by the Chief of Police. The uniform allowance for all Sworn association members shall be \$1,000.00 per year, paid in the second month (February) of the pay year.

- For Sworn association members hired in the first quarter of a calendar year (January-March) and worked at least nine (9) months of that calendar year, uniform allowance will be \$750, paid in the following calendar year.
- For Sworn association members hired in the second quarter of a calendar year (April-June) and worked at least six (6) months of that calendar year, uniform allowance will be \$500, paid in the following calendar year.

- For Sworn association members hired in the third quarter of a calendar year (July-September) and worked at least three (3) months of that calendar year, uniform allowance will be \$250, paid in the following calendar year.
- For Sworn association members hired in the fourth quarter of a calendar year (October-December) no uniform allowance will be paid until the association member has worked a full 12 month in the next calendar year.

For Non-Sworn association members, the uniform allowance shall be \$800.00 per year, payable in the second month (February) of the pay year. However, the uniform allowance for Non-Sworn association members hired on or after January 1, 2017, shall be \$200 per year, payable in the second month (February) of the year. This amount shall include costs of uniform purchase, maintenance, damage, and repair. Association members shall be responsible for paying all associated PERS contributions, if any.

ARTICLE 10. **SICK LEAVE**

Association members earn fifteen (15) days of sick leave per year, at a rate of ten (10) hours per month. Upon retirement from CITY service, an association member is entitled to cash out one-half of the sick leave hours accumulated at date of retirement.

Sick leave accrual shall have a maximum cap of 800 hours. Thus, when an association member reaches this cap, there will be no sick leave accrual until the sick leave accrued is below the maximum cap of 800 hours. In January 2013, the cap was set at 400 hours and association members with hours in excess of 400 hours, as of 1/1/2013, had all such excess hours addressed in the following manner: The association member had two separate sick leave banks for a temporary period of time. In the first, original, accruing sick leave bank ("Leave Bank 1"), on 1/1/2013, the amount in Leave Bank 1 will be 320 hours, and the excess hours over 320 hours will be set aside in a separate, non-accruing sick leave bank. ("Leave Bank 2"). From 1/1/2013 through 12/31/2013, all sick leave utilized by the association member was deducted from Leave Bank 1. Beginning 1/1/2014, and continuing through this MOU, 25% of all sick leave utilized by the association member will be deducted from Leave Bank 1 and 75% will be deducted from Leave Bank 2 until the excess is depleted and Leave Bank 2 is thereby eliminated. All hours of sick leave accrued during the time of this MOU shall be placed in Leave Bank 1.

Upon retirement from CITY service, and having worked for at least ten (10) consecutive years with the CITY, an association member is entitled to cash out one-half (1/2) of the sick leave days accumulated, up to a maximum of 200 hours, at the date of retirement.

ARTICLE 11. **SICK LEAVE CONVERSION**

Association members who have an accumulated balance of thirty-five (35) or more days of

sick leave as of the end of the last full pay period in June may elect the following sick leave conversion option once per calendar year during the month of July so long as the association member's remaining sick leave balance is not less than thirty (30) days after the conversion. Association members may annually convert five (5) accumulated sick days into five (5) vacation days. The election will be done by responding to City on the form designated for this purpose provided by the payroll clerk.

ARTICLE 12. **COURT STAND-BY PAY**

Association members shall be paid one-half (1/2) pay at their overtime rate for all time recorded as Court Stand-by Pay. If an association member is summoned to court, they will be paid a minimum of 2 hours overtime.

ARTICLE 13. **RETIREMENT**

A) Public Association members' Retirement System "PERS"). CITY shall provide all Eligible Sworn association members access to the Public Association members' Retirement System ("PERS") "Police Safety Association members" retirement plan benefits. CITY shall provide all eligible Non-Sworn association members access to the Public Association members' Retirement System ("PERS") "Miscellaneous Association members" retirement plan benefits. All current Sworn and Non-Sworn association members shall pay 100% of the association member contribution/share required to participate in PERS. CITY shall pay the employer's contribution. The existing PERS "Police Safety Association members" and "Miscellaneous Association members" retirement plan elements are set by the existing contract(s) between CITY and PERS; and are generally described as follows:

- 1) a) For Sworn: PERS credit of three percent (3%) per year of PERS membership at age 55.
 b) For Non-Sworn: PERS credit of two percent (2%) per year of PERS membership at age 55.
- 2) Social Security coordination;
- 3) 1957 Survivor's Benefits;
- 4) Final compensation determined as highest of thirty-six (36) consecutive months of PERS membership;
- 5) Ordinary Disability Retirement;
- 6) Two percent (2 %) maximum annual cost -of-living allowance after retirement;
- 7) Pre-retirement death benefit of total contribution plus interest earned returned to survivor plus one (1) month pay for each year in the retirement system up to six (6) years; and

- 8) Post-retirement death benefit of \$500 (in addition to normal retirement benefits)

Contribution rate and formula for "new members" to comply with California Public Association members' Pension Reform Act of 2013 (AB 340).

On January 1, 2019, Classic association members will contribute 12% of PERS costs.

Association member Group	Association member Contribution
Safety – Police PEPRA	12%
Safety – Police CLASSIC	12%

B) Social Security ("FICA"). CITY participates in the Social Security retirement system [the Federal Insurance Contribution Act ("FICA")]. Association member participation and benefits are required and provided in accordance with law. CITY paid and shall continue to pay the employer's FICA contribution.

C) State Disability Insurance ("SDI"). CITY participates in the California State Disability Insurance program ("SDI"). Eligible association members shall pay for and be covered by and receive SDI benefits in accordance with law, to be coordinated as determined by CITY with accrued paid time off benefits under this MOU.

ARTICLE 14.

DIRECT DEPOSIT/DEFERRED COMPENSATION PLANS

All association members shall participate in the direct deposit and/or deferred compensation plans offered by CITY through its payroll system. Such participation must be effected using forms approved by CITY. The City will allow one separate check per year for non-payroll type payments.

ARTICLE 15.

HEALTH PLANS

A) Plans. In accordance with the provisions of the City selected applicable plan(s), association members will pay 12% per pay period for medical, dental, vision, and life insurance cost/premiums for the current association member, and if applicable, eligible dependents.

B) Incentive. City will offer a, three-tiered cash incentive (subject to taxation as wages) to those who opt out of the medical insurance plan during open enrollment or qualifying events and who provide proof satisfactory to the City of comparable, alternative health insurance coverage, and there must be no break in the association member's health plan coverage. Failure to notify the City of loss of health plan coverage will require association member to pay his/her insurance premiums retroactively. By opting out of insurance for the association member and/or dependent(s), association members will receive a cash incentive for changing "tiers": For each tier that association members

qualify for and drop down from, association members will receive \$100/month as cash wages. The three tiers are defined as:

1st Tier

*Family (Association member and 2 or more dependents)

2nd Tier

*Association member + Spouse)

*Association member + Child(ren)

3rd Tier

*Association member (Association member only)

Example: If an association member with a spouse and a child opts out of insurance for the dependents, that association member moves down tiers from "Family" to "Association member" and will receive \$200/month. If that same association member chooses 'to completely opt out of insurance for the whole family, \$300/month would be paid.

ARTICLE 16.

BILINGUAL PAY

Association members who pass a bilingual proficiency test administrated by CITY will receive two and one-half percent (2.5 %) additional pay calculated on base wages.

ARTICLE 17.

WAGES

A) Wage Increase: The City will provide the following wage increases to all association members in this bargaining unit as follows:

Sworn Members:

- January 1, 2019 – 2.5% base salary increase
- February 1, 2019 – 1% one-time payment*
- January 1, 2020 – 2.5% base salary increase
- February 1, 2020 – ~1% one-time payment*

Non-Sworn members:

- January 1, 2019 – 2% base salary increase
- February 1, 2019 – 1% one-time payment*
- July 1, 2019 – 2% base salary increase
- January 1, 2020 – 2% base salary increase
- February 1, 2020 - 1% one-time payment*
- July 1, 2020 – 2% base salary increase

*One-time payments in the form of a deferred compensation 457 plan contribution or cash-out. Association members may only elect one option using an election form provided by the City. The

amount paid is 1% of all sworn association members for sworn association member payments and 1% of all non-sworn association members average base pay.

Sworn Members:

- First payroll in December 2019 – One-time payment equivalent to the difference between holiday hours paid in the 2019 calendar year and 96 hours of pay at the base hourly rate as of December 2019. For example, if an employee has received 16 hours of pay for not working on a holiday, the employee would receive the equivalent of 80 hours of compensation on their December 2019 check. If the employee has worked six holidays, they have been paid 4 hours of OT per shift for a total of 24 OT hours. This is the equivalent of 16 straight time hours. The employee would be entitled to 80 additional hours of compensation for a total of 96 straight time hours. Employees who separate prior to December 1, 2019 will receive a prorated amount based on 8 hours per month of employment with the City during the calendar year.
- First payroll in December 2020 – One-time payment equivalent to 96 hours of pay at the base hourly rate as of December 2020. Employees who separate prior to December 1, 2020 will receive a prorated amount based on 8 hours per month of employment with the City during the calendar year.

B) For those Police Officers designated by the Chief of Police or his Designee as a scheduled Officer-In-Charge (OIC), for a period of at least 4 weeks, or as otherwise determined by the Chief, shall be compensated an additional two percent (2%) for the period they are scheduled as an OIC.

C) Step Increases: Step increases within a pay range shall not be automatic but shall be based upon merit and then only upon written approval by the association member's Department Head and the City Manager. Upon successful completion of six months of employment, an association member at the "A" step shall be eligible for consideration for a step increase to "B" step. Eligibility for consideration for "C" step requires six (6) months minimum service at "B" step. Eligibility for consideration for "D" and "E" steps requires one (1) year minimum service at each of the lower steps.

ARTICLE 18.
SWORN INCENTIVE PAY

Incentive pay for Sworn positions defined:

POST Intermediate Certificate	Two- and one-half percent (2.5%)
POST Advanced Certificate	Two- and one-half percent (2.5%)
Associate degree	Two- and one-half percent (2.5%)
Bachelor's degree	Five percent (5%)

Accreditation shall be by a national or regional accrediting body that is recognized by the Secretary of the United States Department of Education.

The above incentive pay shall not exceed ten percent (10%) in any combination. All incentive pay shall be paid to those qualified association members who are off probation. There shall be no reduction in pay for all current association members who may be receiving incentive pay which exceeds 10%. All other association members shall be paid incentive pay as set forth herein.

Non-Sworn association members in the bargaining unit who obtain an Associate degree will receive a salary adjustment of 2.5% and another 2.5% for a Bachelor's degree.

ARTICLE 19. **LONGEVITY PAY**

A longevity benefit in the form of a one-time only lump sum benefit equal to \$500 for each five years of service payable at the beginning of the first year of service after each fifth-year increment, e.g. \$500 at the beginning of the 6th year, \$1,000 at the 11th year, \$1,500 at the 16th year, \$2,000 at the 21st year, and \$2,500 at the 26th year.

ARTICLE 20 **SHIFT ROTATION**

Shift rotation shall be every six (6) months, beginning on the first (1st) pay period of the pay year and again beginning on the thirteenth (13th) pay period. Shift sign-ups will be for Police Officer positions only, not in a specialty assignment, and not on probation. Police Sergeants are not entitled to sign-up for shift selection.

Shift sign-ups for both rotations for each pay year will be conducted no earlier than six (6) weeks before the first pay period of the pay year and no later than three (3) weeks before the first pay period of the pay year.

All efforts will be made to keep the schedule for the twenty-six (26) weeks of the shift sign-up however; the Chief of Police shall have the right to alter the schedule based upon the needs of the department.

ARTICLE 21 **VACATION SIGN UP**

Vacation sign-ups will be for a 26-week duration, or 13 pay periods; commencing at the start of each rotation cycle. Vacation sign-ups will be conducted immediately after shift sign-ups and completed no later than two weeks before the beginning of the pay cycle (PP1 and PP 14).

Vacation sign-ups shall be conducted by department seniority within assignment.

ARTICLE 22.

SWORN OFFICER TAKE HOME VEHICLE PROGRAM

The CITY has a Take Home Car Program, allowing officers who reside within 40 miles of the Kingsburg Police Department to take their police vehicle home. The assignment of police vehicles to officers will be at the sole discretion of the Police Chief and shall be dependent upon the following factors including, but not limited to, fleet size, mechanical issues, and/or costs. Said vehicles are not for personal use and only the officer may operate said vehicle for City authorized business and travel to and from the Kingsburg Police Station, assigned duty stations, and/or the officer's residence. The Chief of Police will develop a Take Home Vehicle Policy related to care, maintenance, and the implementation of the program.

ARTICLE 23

SAVINGS CLAUSE

The provisions of this MOU are declared to be severable, and if any section, subsection, sentence, clause, or phrase of this MOU shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this MOU, but they shall remain in effect. It is the intent of the parties that this MOU shall stand notwithstanding the invalidity of any part. Should any portion of this MOU be found invalid or unconstitutional, the parties will meet and confer to arrive at a mutually satisfactory replacement for that provision or portion of the MOU found to be invalid or unconstitutional.

ARTICLE 24

FULL UNDERSTANDING

It is intended that this MOU set forth the full and entire understanding of the parties regarding the matters set forth herein, and any other previous understandings or agreements by the parties, with the exception of addenda and side letter agreements, whether formal or informal, regarding any such matters are hereby superseded and terminated in their entirety. With respect to addenda and side letter agreements all previously existing side letter agreements and addenda and side letter agreements entered into during the term of this MOU shall continue in force subject to the terms and conditions set forth within each addendum and side letter. Further, neither party shall be bound by any promise or assurance that is not explicitly covered in this MOU, addenda, or in a side letter agreement signed by both parties.

This MOU shall govern in case of conflict with provisions of existing City ordinances, rules, and regulations pertaining to wages, hours, and other terms and conditions of employment but otherwise such ordinances, rules, and regulations shall be effective and the City Council, and other

City Boards and Commissions retain the power to legislate pertaining to such matters subject to compliance with the Meyers-Milias-Brown Act.

ARTICLE 25
GRIEVANCE PROCEDURE

Grievance procedures for association members are provided in the City of Kingsburg Personnel Manual, Chapter 11, Grievance Procedures. Association members shall have the right to present a grievance for which an appeal right is not authorized or provided and is not prohibited under the provisions of the City of Kingsburg Personnel Manual, Chapter 10, Disciplinary Proceedings.

ARTICLE 26
CRITICAL INCIDENT DRUG/ALCOHOL TESTING

For any criminal investigation conducted by the City, or authorized by and on behalf of the City, all drug and or alcohol testing requested by the City or its agents on an association member will be done pursuant to a search warrant in accordance with existing law. Drug or alcohol testing obtained as a condition of employment, as specified in City Personnel Rules and Police Department policy for an administrative investigation, may not be used against an association member for a criminal investigation conducted by the City, or authorized by and on behalf of the City, without obtaining a search warrant or unless the test results are otherwise required to be produced by law or court order.

ARTICLE 27
TERM OF MOU

Regardless of dates or sequence of execution by CITY and ASSOCIATION representatives, this MOU shall be effective for all purposes as of January 1, 2019 and shall terminate December 31, 2020.

CITY OF KINGSBURG
("CITY")

KINGSBURG POLICE OFFICERS
ASSOCIATION ("ASSOCIATION")

By: _____
Alex Henderson, City Manager Date

By: _____
Derek Gagnon, President Date



Meeting Date: 11/06/2019
Agenda Item: 4.5

CITY COUNCIL MEETING STAFF REPORT

REPORT TO: Mayor Roman & City Council

REPORT FROM: David Peters, City Engineer

REVIEWED BY: AP

AGENDA ITEM: Acceptance of the 18th & Kern Lighted Crosswalk project

ACTION REQUESTED: ___Ordinance ___Resolution √ Motion ___Receive/File

EXECUTIVE SUMMARY

The City Council previously awarded a contract to Power Design Electric, Inc. for the 18th & Kern Lighted Crosswalk project. The project was completed to the satisfaction of the City Engineer and the Public Works Department staff. The one-year warranty period will begin upon the filing of the Notice of Completion which will follow the Council's acceptance of the project.

RECOMMENDED ACTION BY CITY COUNCIL

Accept the 18th & Kern Lighted Crosswalk project completed by Power Design Electric, Inc. and authorize the City Engineer to file the Notice of Completion.

POLICY ALTERNATIVE(S)

None

REASON FOR RECOMMENDATION/KEY METRIC

1. Improve Public Safety

FINANCIAL INFORMATION

FISCAL IMPACT:

- | | |
|------------------------------|------------|
| 1. Is There A Fiscal Impact? | <u>No</u> |
| 2. Is it Currently Budgeted? | <u>N/A</u> |
| 3. If Budgeted. Which Line? | <u>N/A</u> |

FINANCIAL SUMMARY

None

PRIOR ACTION/REVIEW

None

BACKGROUND INFORMATION

None



Meeting Date: 11/06/2019
Agenda Item: 4.6

CITY COUNCIL MEETING STAFF REPORT

REPORT TO: Mayor Roman & City Council

REPORT FROM: Abigail Palsgaard, City Clerk, CMC **REVIEWED BY:** AH

AGENDA ITEM: Proposed First Amendment to the Professional Service Agreement with the Kingsburg District Chamber of Commerce

ACTION REQUESTED: __Ordinance __Resolution ✓ Motion __Receive/File

EXECUTIVE SUMMARY

On February 20, 2019 the City of Kingsburg entered into a Professional Service Agreement with the Kingsburg District Chamber of Commerce. The Chamber of Commerce wishes to clarify Section 1.a. of the Agreement to include the span of time and the type of music for special events.

The clarification includes:

- (i) Harvest Moon Festival: Theme music during the day of the event.
- (ii) Annual Car Show: 50's music during the seven (7) days prior to the date of the car show and day of the car show.
- (iii) Fourth of July: Patriotic music during July 3rd and July 4th.
- (iv) Ladies Night Out: Theme music during the day of the event.
- (v) Veteran's Day Celebration: Patriotic music during the day of the event.
- (vi) Julgransfest: Christmas music on the day of the event and Christmas music continuing to and including December 31st.

RECOMMENDED ACTION BY CITY COUNCIL

1. *Staff recommends approving the first amendment as presented.*

POLICY ALTERNATIVE(S)

1. Council could choose not to approve the first amendment agreement or seek modification(s).

STRATEGIC GOAL(S) MET:

1. Increase Retail Opportunities

FINANCIAL INFORMATION

FISCAL IMPACT:

- | | |
|------------------------------|------------|
| 1. Is There A Fiscal Impact? | <u>Yes</u> |
| 2. Is it Currently Budgeted? | <u>No</u> |
| 3. If Budgeted, Which Line? | <u>N/A</u> |

ATTACHED INFORMATION

1. First Amendment to The Professional Services Agreement Kingsburg District Chamber of Commerce
2. Professional Services Agreement Kingsburg District Chamber of Commerce

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
KINGSBURG DISTRICT CHAMBER OF COMMERCE**

This FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT KINGSBURG DISTRICT CHAMBER OF COMMERCE ("**First Amendment**") is made and entered into this ____ day of November, 2019 ("Effective Date") by and between THE CITY OF KINGSBURG, a municipal corporation ("**City**") and THE KINGSBURG DISTRICT CHAMBER OF COMMERCE, a California nonprofit public benefit corporation ("**Chamber**").

WITNESSETH

WHEREAS, on February 20, 2019, the City and the Chamber entered into a Professional Services Agreement Kingsburg District Chamber of Commerce ("**Agreement**"). The City and the Chamber desire to amend the Agreement in accordance with the provisions of this First Amendment.

NOW THEREFORE, in consideration of the above recitals, the Parties agree as follows:

1. Amendment to Agreement. Section 1.a. of the Agreement is amended in its entirety as follows:

“a. Establish and implement a program to attract tourism to Kingsburg. The program shall include assisting businesses with necessary resources to promote the Swedish Village, including, without limitation, promotion of traditional Swedish events and support of Swedish architectural styling and the playing of Swedish-themed music every day throughout the year except as follows:

- (i) Harvest Moon Festival: Theme music during the day of the event.
- (ii) Annual Car Show: 50's music during the seven (7) days prior to the date of the car show and day of the car show.
- (iii) Fourth of July: Patriotic music during July 3rd and July 4th.
- (iv) Ladies Night Out: Theme music during the day of the event.
- (v) Veteran's Day Celebration: Patriotic music during the day of the event.
- (vi) Julgransfest: Christmas music on the day of the event and Christmas music continuing to and including December 31st.

2. Other Provisions of the Agreement. Except as amended as set forth in the First Amendment, the other terms and conditions of the Agreement shall remain in full force and effect without amendment or modification.

3. Governing Law. This First Amendment shall be construed and governed pursuant to the laws of the State of California.

CITY OF KINGSBURG,
a municipal corporation

KINGSBURG DISTRICT CHAMBER OF
COMMERCE, a California non-profit public
benefit corporation

By: _____
MICHELLE ROMAN, Mayor

By: _____
Jason Poyner, President

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**PROFESSIONAL SERVICES AGREEMENT
KINGSBURG DISTRICT CHAMBER OF COMMERCE**

This PROFESSIONAL SERVICES AGREEMENT ("**Agreement**") is made and entered into this 20th day of February, 2019 ("**Effective Date**") by and between THE CITY OF KINGSBURG, a municipal corporation ("**City**") and THE KINGSBURG DISTRICT CHAMBER OF COMMERCE, a California nonprofit public benefit corporation ("**Chamber**").

WITNESSETH

WHEREAS, the City desires to provide the best possible environment for Kingsburg businesses and residents,

WHEREAS, the mission of the Chamber is to support businesses and the quality of life for the residents of the City of Kingsburg,

WHEREAS, The City and the Chamber enter into this agreement to work together in a formalized relationship to enhance the strengths of the City and the Chamber in the attraction, retention, and expansion of business in the City for the benefit of the citizens of Kingsburg.

NOW THEREFORE, in consideration of the above recitals, the Parties agree as follows:

1. **Chamber Responsibilities.** The Chamber will provide the following services and activities to the City:

a. Establish and implement a program to attract tourism to Kingsburg. The program shall include assisting businesses with the necessary resources to promote the Swedish Village, including, without limitation, the playing of Swedish-themed music (exception for appropriately themed music related to the approved events listed in section 1 (g)), promotion of traditional Swedish events and support of Swedish architectural styling.

b. Contact existing businesses in Kingsburg to identify any areas of assistance the Chamber or the City may provide to the business. The Chamber will encourage existing businesses to expand operations. The Chamber is expected to contact at least three (3) businesses each quarter.

c. Promote interaction between businesses and provide businesses with information and sponsor seminars to support the continued viability of business in the changing legal, cultural and business environment.

d. Actively participate in and support the City's Economic Development Committee to contact businesses and expand economic development in the City.

e. Maintain and staff an office to support these responsibilities.

f. Enhance communications by providing a resource person who will respond to questions when asked by the City Council.

g. Conduct and support the following promotional activities, to be held in the central commercial zone, each year during the term of this Agreement:

- (i) Summer Farmers Market.
- (ii) Summer Band Concerts under the Stars.
- (iii) Harvest Moon Music Festival.
- (iv) Annual Car Show
- (v) Kingsburg Swedish Festival
- (vi) Fourth of July Independence Celebration
- (vii) Ladies Night Out
- (viii) Veteran's Day Celebration
- (ix) Julgransfest
- (x) Santa Lucia Celebration

h. Perform the Community Planning Assistance Team Economic Development recommendations identified on Exhibit "A" which is attached hereto and made a part hereof.

i. Provide written quarterly reports to the City Council identifying the Chambers performance of the Chamber's services and activities as identified in this Agreement.

j. Provide a written annual report to the City Council identifying the Chambers performance of the Chamber's services and activities the year that is ending and the next year.

2. **City Responsibilities.** The City will:

a. Provide assistance as available by City Staff to work cooperatively to attract tourism and coordinate festivals.

b. Provide access to City leadership in matters relating to business enhancement and development.

c. Provide financial support to the Chamber at a rate of \$30,000.00 annually to be paid in monthly installments of \$2,500.00. This financial support shall be expended by the Chamber solely in the performance of its services to the City as identified in Section 1 of this Agreement. In addition, City will provide Twelve Thousand Dollars (\$12,000.00) to be used solely for funding the Summer Band Concerts Under the Stars and Five Thousand Dollars (\$5,000.00) to be used solely for funding the Fourth of July Independence Celebration. If the Summer Band Concerts Under the Stars or the Fourth of July Independence Celebration is discontinued, for any reason, the City's financial support for the discontinued event will terminate and the annual financial support will be reduced accordingly.

d. Enhance communications by providing a resource person to attend Chamber Board meetings to respond to questions when asked by the Chamber Board.

3. **Term.** This Agreement shall have an initial term commence on February 13, 2019 and ending on June 30, 2019. This Agreement shall automatically renew, upon appropriation of funds by the City Council

for the fiscal year coinciding with the new one (1) year term, to begin on July 1 of each year. If no funds are appropriated by the City Council for this Agreement for the subsequent fiscal year, this Agreement shall expire on June 30 of the fiscal year for which funds were appropriated.

4. **Termination.** Either party may at any time terminate this Agreement without cause by providing the other party with not less than sixty (60) days prior written notice of termination.

5. **Conflict of Interest.**

a. Chamber covenants that no officer, member, or employee of the Chamber, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the aforesaid services, presently has any interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services required under this Agreement.

b. Chamber will not discriminate against any employee or applicant for employment, because of race, color, religion, sex, marital status or national origin. Chamber will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, sex, marital status or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training.

6. **Subcontracting.** The Chamber shall not subcontract or otherwise assign any portion of the services and activities to be performed pursuant to this Agreement without the prior written approval of the City, which consent may be withheld in the sole discretion of the City.

7. **Prohibition of Assignment.** The Chamber shall not assign its rights, duties and responsibilities under this Agreement without the expressed prior written consent of the City, which consent may be withheld in the sole discretion of the City.

8. **Independent Contractor.** In the performance of the services and activities identified herein, the Chamber is an independent contractor and is not an agent or employee of the City. The Chamber has and shall retain the right to exercise full control and supervision of all persons assisting the Chamber in the performance of said services and activities hereunder. The Chamber shall be solely responsible for all matters relating to the payment of its employees including compliance with social security and income tax withholding and all other regulations governing such matters.

9. **Indemnification and Insurance.**

a. Chamber agrees to indemnify, defend and hold harmless the City and its officials, officers, agents, and employees harmless from any liability caused, claimed, occasioned, or contributed to, by reason of any negligent or intentional act or omission of Chamber or its officers, members, agents, employees or contractors in connection with or incident to or arising out of the performance of this Agreement by the Chamber.

b. City agrees to indemnify, defend and hold Chamber and its officers, agents, and employees, harmless from any liability caused, claimed, occasioned, or contributed to, by reason of any negligent or intentional act or omission of City or its officers, employees or agents in connection with or incident to or arising out of the performance of this Agreement by the City.

c. With respect to performance of the services and activities under this Agreement, the Chamber shall maintain insurance as described below:

1. Workers' compensation insurance with statutory limits, and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident.

2. Commercial general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence.

Such liability insurance shall:

(i) Name the City, its appointed and elected officials, officers, employees and agents as additional insureds;

(ii) Be primary with respect to any insurance or self-insurance programs maintained by the City;

(iii) Contain standard cross liability provisions.

d. The Chamber shall furnish properly executed certificates of insurance to the City prior to commencement of work under this Agreement. Such certificates shall:

(i) Clearly evidence all coverages required above, including specific evidence of a separate endorsement naming the City as an additional insured;

(ii) Indicate whether coverage provided is on a claims-made or occurrence basis; and

(iii) Provide that such insurance shall not be materially changed, terminated or allowed to expire except on thirty (30) days prior written notice to the City.

e. If the Chamber, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the City may purchase such required insurance coverage, and without further notice to the Chamber, the City may recover from the Chamber any premium cost advanced by the City for such insurance.

f. The provisions of this Section 9 shall survive the termination of this Agreement.

10. **Notices.** Any notice, consent, authorization, or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by facsimile or email if receipt is verified, one (1) business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or three (3) business days after being mailed by first class mail, charges and postage prepaid, properly addressed to the party to receive such notice at the last address furnished for such purpose by the party to whom notice is directed and addressed as follows:

City:

City of Kingsburg
Attn: City Manager
1401 Draper Street
Kingsburg, California 93631
Telephone: (559) 897-5821
Email: ahenderson@cityofkingsburg-ca.gov

Chamber:

Kingsburg District Chamber of Commerce
Attn: Executive Director
1475 Draper St
Kingsburg, CA 93631
Telephone: 559-897-1111
Email: info@kingsburgchamber.com

The parties hereto may change their address as set forth in this paragraph by providing the other party with written notice thereof.

11. **Sole and Only Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding said matters.

12. **Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

13. **Attorney Fees.** If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other reasonable relief to which he may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue, in the County of Fresno, State of California, for any proceeding arising hereunder.

14. **Amendment.** No change, amendment or modification of this Agreement shall be valid unless the same be in writing and signed by the parties hereto.

15. **Governing Law.** This Agreement shall be construed and governed pursuant to the laws of the State of California.

CITY OF KINGSBURG,
a municipal corporation

By: 
MICHELLE ROMAN, Mayor

KINGSBURG DISTRICT CHAMBER OF
COMMERCE, a California non-profit public
benefit corporation

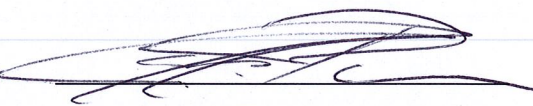
By: 
Jason Poyner, President

EXHIBIT "A"
COMMUNITY PLANNING ASSISTANCE TEAM
RECOMMENDATIONS FOR ECONOMIC DEVELOPMENT

1. Develop and maintain a cohesive Downtown economic development partnership with the City and Downtown merchants and property owners to focus limited resources on key strategies for rebuilding a vibrant Downtown.
2. Assist in the creation of a Downtown Business Association of Downtown merchants and property owners whose sole mission is the economic development of a vibrant Downtown Swedish Village.
3. Provide local merchants with ongoing business support and training including, small business seminars. Such training should include business and accounting management, procurement of loans, and marketing techniques which include social media skills.
4. Assist with the formation of a Business Improvement District to fund Downtown improvements to supplement those provided by the City and to support a comprehensive marketing and promotion program of the Downtown Swedish Village.
5. In conjunction with the City, aggressively market Downtown to quality eating and drinking establishments, unique specialty shops, and other specialty business including a movie theater.
6. Engage in a comprehensive effort and create programs to promote the Downtown Swedish Village to local residents and employees.
7. In cooperation with the City launch a major effort to attract more tourists to the Downtown Swedish Village.
8. Initiate discussions with bus tour operators to make Kingsburg a regular stop for such bus tours.



Meeting Date: 11/06/2019
Agenda Item: 4.7

CITY COUNCIL MEETING STAFF REPORT

REPORT TO: Mayor Roman & City Council

REPORT FROM: David Peters, City Engineer

REVIEWED BY: AP

AGENDA ITEM: Acceptance of Well 12 Raw Water Line Improvements

ACTION REQUESTED: ___Ordinance ___Resolution √ Motion ___Receive/File

EXECUTIVE SUMMARY

The City Council previously awarded a contract to Floyd Johnston Construction Co. Inc. for the Well 12 Raw Water Line project. The project was completed to the satisfaction of the City Engineer and the Public Works Department staff. The one-year warranty period will begin upon the filing of the Notice of Completion which will follow the Council's acceptance of the project.

RECOMMENDED ACTION BY CITY COUNCIL

Accept the Well 12 Raw Water Line Improvements project completed by Floyd Johnston Construction Co. Inc. and authorize the City Engineer to file the Notice of Completion.

POLICY ALTERNATIVE(S)

None

REASON FOR RECOMMENDATION/KEY METRIC

Floyd Johnston Construction Co. Inc. completed the project to the satisfaction of the City Engineer.

FINANCIAL INFORMATION

FISCAL IMPACT:

- | | |
|------------------------------|------------|
| 1. Is There A Fiscal Impact? | <u>No</u> |
| 2. Is it Currently Budgeted? | <u>N/A</u> |
| 3. If Budgeted. Which Line? | <u>N/A</u> |

FINANCIAL SUMMARY

None

PRIOR ACTION/REVIEW

None

BACKGROUND INFORMATION

None



RESOLUTION NO. 2019-053

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KINGSBURG RECOGNIZING AND HONORING GENERAL MANAGER MOSES STITES OF THE FRESNO COUNTY RURAL TRANSIT AGENCY FOR HIS EFFORTS AND PARTNERSHIP TO BRING HIGH QUALITY AND SAFE TRANSPORTATION OPTIONS TO THE CITIZENS OF KINGSBURG

WHEREAS, The Fresno County Rural Transit Agency's goal is to offer a safe, reliable, cost-effective, and environmentally friendly means of transportation to Fresno County residents; and

WHEREAS, General Manager Moses Stites and Fresno County Rural Transit Agency have been a long-time partner with the City of Kingsburg and emulate these goals; and

WHEREAS, Mr. Stites was instrumental in locating, purchasing, painting and maintaining the Dala Trolley that will enhance options for Kingsburg residents and business while also promoting the Swedish Village brand; and

WHEREAS, Mr. Stites has also partnered to provide a number of valuable improvements to Kingsburg over the years, including a solar-based electric vehicle charging station for City and public vehicles, mobile emergency generators, security enhancements at Public Work's yard, updated and aesthetically pleasing bus shelters, and future safety fencing and cameras at the Historic Train Depot; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KINGSBURG WISHES TO RECOGNIZE AND HONOR MOSES STITES AND THE FRESNO COUNTY RURAL TRANSIT AGENCY FOR THEIR COMMITMENT TO THE CITY AND COMMUNITY OF KINGSBURG.

I, Abigail Palsgaard, City Clerk for the City of Kingsburg, do hereby certify that the foregoing Resolution 2019-053 was duly passed and adopted at a regular meeting for the Kingsburg City Council held on the 6th day of November, 2019, by the following vote:

Ayes: Council Member(s):
Noes: Council Member(s):
Absent: Council Member(s):
Abstain: Council Member(s):

Abigail Palsgaard, City Clerk
City of Kingsburg



Meeting Date: 11/06/2019
Agenda Item: 5.3

CITY COUNCIL MEETING STAFF REPORT

REPORT TO: Mayor Roman & City Council

REPORT FROM: Alexander J. Henderson, City Manager, ICMA-CM **REVIEWED BY:** AP

AGENDA ITEM: Proposed Professional Services Consultant Agreement – BID Process

ACTION REQUESTED: ☐ Ordinance ☐ Resolution ☒ Motion ☐ Receive/File

EXECUTIVE SUMMARY

In April 2017, a Community Planning Assistant Team (CPAT), a chapter of the American Planning Association (APA), made up of planning and economic development professionals from throughout the state came to Kingsburg for 3 days to provide pro bono expertise to Downtown Kingsburg. The group met with downtown merchants, city staff, and the City Council to determine issues affecting the downtown. In June 2017, the group submitted a Revitalization Strategy for Downtown Kingsburg. One of the recommendations from that strategy was to consider establishing a Business Improvement District (BID) and Downtown Business Association (DBA).

During the September 18 regular meeting staff recommended a consultant be retained by the City to prepare a management district plan which will describe the BID programs, address issues related to operation of the BID, identify the services and improvements to be provided by the BID and the benefits each business receives from the services and improvements and identify the method for calculating the assessments to be collected through the business license process.

Since that meeting, staff has worked with a local consultant with BID development history. Ms. Jan Minami, of AMI Concepts, has provided a scope of work and proposed not-to-exceed budget of \$24,960 to provide guidance on the BID creation. Scope of work highlights (see Exhibit A) include:

1. Market Evaluation & Community Engagement
 - Meetings and Workshops
 - Business and property owner database development
 - Map Creation
2. Plan Development
 - Develop BID guidelines with input from community stakeholders
3. Oversee Approval Process

The proposal is a not-to-exceed amount, and city staff will assist where appropriate, including some administrative tasks to reduce costs when possible. It is important, however, that the process be an arms-length transaction that is driven by downtown businesses with the support of the city, when needed.

With regards to budgeting, if approved, staff will prepare a budget amendment and identify a funding source for the consultant services. Most likely options include utilizing the economic incentive fund, or the economic stabilization fund. All budget amendments would be reviewed by the Finance Committee and subsequently the Council.

RECOMMENDED ACTION BY CITY COUNCIL

1. *Staff recommends approving the consultant services agreement as presented.*

POLICY ALTERNATIVE(S)

1. Council could choose not to approve the consultant services agreement or seek modification(s).

STRATEGIC GOAL(S) MET:

1. Sustainable Economic Development
2. Increase Retail Opportunities

FINANCIAL INFORMATION

FISCAL IMPACT:

- | | |
|------------------------------|------------|
| 1. Is There A Fiscal Impact? | <u>Yes</u> |
| 2. Is it Currently Budgeted? | <u>No</u> |
| 3. If Budgeted, Which Line? | <u>N/A</u> |

PRIOR ACTION/REVIEW

The council has continued to support recommendations related to the original CPAT report and has heard from local business owners as well.

BACKGROUND INFORMATION

In April 2017, a Community Planning Assistant Team (CPAT), a chapter of the American Planning Association (APA), made up of planning and economic development professionals from throughout the state came to Kingsburg for 3 days to provide pro bono expertise to Downtown Kingsburg. The group met with downtown merchants, city staff, and the City Council to determine issues affecting the downtown. In June 2017, the group submitted a Revitalization Strategy for Downtown Kingsburg. One of the recommendations from that strategy was to consider establishing a Business Improvement District (BID) and Downtown Business Association (DBA).

The City subsequently hired Mike Dozier (member of the CPAT team) to provide consulting services to meet with property owners and business to educate and hear concerns about forming a new association and improvement area. A group of property owners/businesses visited Visalia and Clovis to hear about how those groups organized and benefited from a DBA and BID. After numerous meetings, staff received a request to have the issue placed on the agenda for presentation by a merchant's group. The merchant's group presented to the council in 2018 regarding the creation of a downtown improvement area. The council indicated support for the proposal.

In early 2019, the council and chamber of commerce agreed to amend their ongoing contract. One of the provisions of the contract is to support the development of a downtown improvement area and subsequent association.

As the downtown has continued its revitalization, the city often receives requests related to services and improvements that would benefit downtown businesses. The creation of a BID will allow the city to collect assessments from businesses within the BID to provide revenue to be used to pay the costs of services and improvements which will benefit the businesses in the BID.

Establishment of a BID under the Parking and Business Improvement Area Law of 1989 ("89 Law") requires the following steps:

1. The city council adopts a "resolution of intention" setting forth the details of the BID program, a date and time for a public hearing, and other information required by statute.
2. Within seven days of adopting the resolution of intention, a complete copy of that resolution must be mailed to each business owner in the territory of the proposed BID.
3. The city must mail to each business a "joint notice of public meeting and public hearing." This "joint notice" is typically mailed along with the copy of the resolution of intention.

4. No earlier than ten days after mailing the “joint notice,” the city council must hold “at least one public meeting at which the city council shall allow public testimony regarding the creation of the BID and proposed new assessment.
5. No earlier than forty-five days after mailing the joint notice, and no earlier than seven days after the public meeting, the city council must hold a public hearing.
6. At the public hearing, the city council must consider oral and written protests to the creation of the BID. If written protests meeting the requirements of Section 36524 of the Streets & Highways Code are received (and not withdrawn) from “the owners of businesses in the proposed area which will pay 50 percent or more of the assessments proposed to be levied”, then proceedings must be abandoned for no less than one year. Otherwise, the city council may (but is not required to) adopt an ordinance establishing the BID.

ATTACHED INFORMATION

1. Proposed Professional Consulting Agreement

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES ("**Agreement**") is made and entered into this ____ day of November, 2019, by and between the CITY OF KINGSBURG, a Charter City ("**City**"), and JAN MINAMI, an individual and doing business as AMI Concepts ("**Consultant**").

RECITALS

A. Consultant represents to City she is specially trained, experienced, licensed and competent to perform the services described in this Agreement.

B. Consultant represents to City she possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement and on the terms and conditions set forth in this Agreement.

C. City desires to retain Consultant to render professional consulting services as described in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. **Retention of Consultant.** Subject to the terms and conditions set forth in this Agreement, City retains Consultant, as an independent contractor, to perform the professional consulting services identified in this Agreement and Consultant accepts this independent contractor appointment.

2. **Scope of Services.** Consultant shall perform the services described in the Scope of Work, attached hereto and made a part hereof and identified as Exhibit "A", in accordance with all the provisions of this Agreement. Exhibit "A" may be amended from time to time as agreed, in writing, by City and Consultant. All services identified in the Scope of Work shall hereinafter be collectively referred to as "**Services**". Consultant shall correct any and all errors and/or omissions in the performance of the Services and any documents prepared by Consultant even though City has accepted said Services or documents. Such corrections shall be made by Consultant upon City's request and at no cost or expense to City, unless the need for such corrections results solely from Consultant's reasonable reliance on a factual statement or statements in a document prepared by the City and provided to Consultant for use by the Consultant in performing the Services. In such a case, Consultant will be compensated, as provided in this Agreement, for the time spent by Consultant to complete such corrections.

3. **Time of Performance.** The Services of Consultant are to commence upon approval of this Agreement by the City Council for the City and execution of this Agreement by City and Consultant and shall continue until completion of the Services. City and Consultant agree all Services shall be completed on or before the expiration of one (1) year after the date of this Agreement as set forth above.

4. **Compensation.** Consultant's compensation shall not exceed Twenty-Four Thousand Nine Hundred Sixty Dollars (\$24,960.00). The compensation identified in this Section 4 includes any and all costs and expenses incurred by Consultant in performing the Services. Payment of compensation to Consultant under this Agreement shall not be deemed a waiver by City of any breach or default by Consultant under this Agreement.

5. **Method of Payment.** Consultant shall submit monthly billings to City describing the Services performed during the preceding month. Consultant's billings shall include a detailed description of the Services performed and the date the Services were performed. City shall pay Consultant no later than thirty (30) days after the date of City's receipt of a proper monthly billing and approval of the monthly billing by City staff.

6. **Extra Work.** At any time during the term of this Agreement, City may request that Consultant perform extra work. As used herein, "extra work" means any work which is determined by City to be necessary for the proper completion of the Services, but which the parties did not reasonably anticipate would be necessary on the date of execution of this Agreement. Consultant shall not perform, nor be compensated for, extra work without written authorization from City.

7. **Termination.** This Agreement may be terminated by the City immediately and without notice for cause or by City without cause upon ten (10) days' written notice of termination to Consultant. Upon termination, Consultant shall be entitled to compensation for Services performed up to the effective date of termination, unless this Agreement is terminated for cause, in which case, City may withhold compensation due Consultant in order to reimburse City for any losses, damages or expenses caused by Consultant's default under this Agreement.

Consultant may terminate this Agreement, without cause, with sixty (60) days prior written notice to City ("**Consultant Termination Notice**"). The Consultant Termination Notice shall identify the date of termination and shall provide a detailed description of all Services (collectively, "**Final Services**") Consultant is performing as of the date of the Consultant's Termination Notice. If Consultant has not completed, to City's satisfaction, all Final Services on or before the date of termination of this Agreement, this Agreement shall remain in effect until all Final Services have been completed by Consultant to City's satisfaction.

8. **Ownership of Documents.** All reports, studies, documents and other writings and all electronic disks, flash drives and other electronic storage devices containing work prepared by and for Consultant, its employees, agents and subcontractors in the course of performing the Services, except working notes and internal documents, shall become the property of the City, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request.

9. **Licensing of Intellectual Property.** This Agreement creates a non-exclusive and perpetual license for City, at no additional cost to City, to use, modify, reuse or sublicense any and all copyrights, designs, and other intellectual property rights embodied in reports, studies, and other documents or works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings or data electronic or otherwise recorded on computer, flash drives or other electronic devices which are prepared or caused to be prepared by Consultant under this Agreement ("**Documents & Data**"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant

has the legal right to license any and all Documents & Data. City shall not be limited in any way in its use of the Documents & Data at any time.

10. **Confidentiality.** All reports, studies, ideas, memoranda, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of the Services shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services under this Agreement, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services under this Agreement unless such disclosure is required by law. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, shall be deemed confidential. Consultant shall not use City's name, insignia, photographs, or any other material for which Consultant's Services are rendered, or any publicity pertaining to Consultant's Services under this Agreement in any resume, flyer, website, webpage, magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent by City. Except that, Consultant may identify the City of Kingsburg and the Services performed for the City of Kingsburg in Consultant's resume.

11. **Equal Opportunity Employment.** Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's programs or guidelines currently in effect or hereinafter enacted regarding equal opportunity employment.

12. **Insurance Requirements.**

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of this Agreement, the following insurance policies.

i. **Workers Compensation Coverage.** Consultant shall maintain Worker's Compensation Insurance or Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to maintain similar Worker's Compensation Insurance or Employer's Liability Insurance in accordance with the laws of the State of California for all of subcontractor's employees. Any notice of cancellation, non-payment of premium, non-renewal or modification of any Worker's Compensation policies or Employer's Insurance policies must be received by the City at least ten (10) days prior to such cancellation, non-renewal or modification. The insurer shall agree to waive all rights of subrogation against City, its officials, officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

ii. **General Liability Coverage.** Consultant shall maintain commercial general liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit identified in this Section 12.a.ii.

iii. **Automobile Liability Coverage.** Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant

arising out of or in connection with the Services to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than One Million Dollars (\$1,000,000.00) combined single limit for each occurrence.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's Services under this Agreement, whether such Services be performed by the Consultant or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than One Million Dollars (\$1,000,000.00) on a combined single-limit per occurrence basis.

b. Endorsements. Each insurance policy shall be with insurers possessing a Best's rating of no less than A+ and which are licensed to conduct business in California. The insurance provided by the policies shall not be suspended, voided, canceled, modified or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City. The General Liability policy shall be endorsed with the following specific language:

i. The City, its elected or appointed officers, officials, employees, agents and volunteers shall be named as additional insureds on all such policies of insurance with respect to liability arising out of Services performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such Services.

ii. The policy of insurance shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with the policies of insurance obtained by Consultant.

iii. The policy of insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees, agents and volunteers.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

vii. The general liability insurance coverage shall be at least as broad as Insurance Services Office commercial general liability coverage (occurrence form CG0001 1188). The automobile liability insurance coverage shall be at least as broad as Insurance Services Office form number CA 0001 0692 Code 1 (any auto).

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. Consultant shall provide certificates of insurance and amendatory endorsements affecting coverage to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on the date of execution

of this Agreement by Consultant. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement. City reserves the right to require and Consultant shall provide within five (5) days after City's request, complete certified copies of all insurance policies and endorsements affecting coverage which are required by this Agreement.

13. **Indemnification.** Consultant agrees to indemnify, defend and hold harmless the City and its officials, officers, employees, agents and volunteers from and against all claims, demands, actions, injuries, liabilities, losses, costs or damages, direct or indirect, and any and all attorneys fees and other expenses which City or its officials, officers, employees, agents or volunteers may sustain or incur as a consequence of or anyway related to Consultant, or its employees, agents and subcontractor's performance of the Services and Consultant's responsibilities and obligations to be performed under this Agreement or its failure to perform or comply with any of its obligations or responsibilities contained in this Agreement. This indemnification shall survive the termination of this Agreement. The provisions of this Section 13 shall not apply to an act or omission to act of Consultant when such act or omission to act results solely from Consultant's reasonable reliance on a factual statement or statements in a document prepared by the City and provided to Consultant for use by Consultant in performing the Services.

14. **Independent Contractor Status.** It is understood and agreed that Consultant, in the performance of the Services to be performed pursuant to this Agreement, shall act as and be an independent contractor and shall not act as an agent or employee of City. Consultant shall obtain no retirement benefits or other benefits which accrue to City's employees and Consultant hereby expressly waives any claim it may have to any such rights. Nothing in this Agreement shall create or be construed as creating a partnership, joint venture or any other relationship between City and Consultant.

15. **Consultant's Books and Records.**

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, after the date of final payment to Consultant under this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance of the Services under this Agreement for a minimum period of three (3) years, or for any longer period required by law, after the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City. Copies of such documents shall be provided to the City for inspection at the City offices.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request, require that custody of the records be given to the City and that the records and documents be maintained in the City offices. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

16. **Interest of Consultant.** Consultant (including owners, associates and employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in real property, investment or other source of income located within the City limits of the City of Kingsburg which would be affected in any manner or degree by the performance of the Services. Consultant further covenants and represents that in the performance of the Services, no person having any such interest shall perform any Services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

a. Will conduct research and arrive at conclusions with respect to rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal monitoring of this Agreement; and

b. Possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel.

17. **Professional Ability of Consultant.** City has relied upon Consultant's representations regarding her training and ability to perform the Services hereunder as a material inducement to enter into this Agreement. The primary provider of the Services called for by this Agreement shall be JAN MINAMI, who shall not be replaced without the written consent of the City. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent persons in Consultant's field of expertise.

18. **Compliance with Laws.** Consultant shall use the proper standard of care in performing the Services and shall comply with all applicable federal, state and local laws, codes, ordinances and regulations. If any federal or state financial assistance is involved with any project for which the Services are provided, Consultant shall perform all Services in accordance with all applicable federal and state laws, rates and regulations relating to such financial assistance.

19. **Licenses.** Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to lawfully and competently perform the Services. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to lawfully and competently perform the Services. Consultant shall maintain a City of Kingsburg business license.

20. **Assignment and Subcontracting.** Consultant acknowledges that a substantial inducement for City entering into this Agreement is the reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City, which consent may be withheld in the sole and absolute discretion of City. Consultant shall not subcontract any portion of the Services to be performed under this Agreement without the written consent of the City, which consent may be withheld in the sole and absolute discretion of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall: (1) create any contractual relationship between City and any subcontractor; (ii) create any obligation on the part of the City to pay or to see to the

payment of any monies due to any such subcontractor; (iii) or relieve Consultant of any of its obligations and responsibilities under this Agreement.

21. **Attorneys' Fees.** If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other reasonable relief to which he may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior, in the County of Fresno, State of California for any proceeding arising hereunder.

22. **Sole and Only Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth in this Agreement and contains all of the covenants and agreements between the parties regarding said matters. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party which are not embodied in this Agreement and no other agreement, statement or promise shall be valid or binding.

23. **Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

24. **Amendment.** No change, amendment or modification of this Agreement shall be valid unless the same be in writing and signed by the parties hereto.

25. **Governing Law.** This Agreement shall be construed and governed pursuant to the laws of the State of California.

26. **Waiver.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

27. **Prohibited Interests.** Consultant maintains and warrants that she has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further Consultant warrants that she has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or result from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

28. **Authority to Enter Agreement.** Consultant has all requisite power and authority to conduct its business and to execute, deliver and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

29. **Notice.** Except as otherwise expressly provided herein, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by facsimile or e-mail if receipt is acknowledged by the addressee, one business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or three business days after being mailed by first class mail, charges and postage prepaid, property addressed to the party to receive such notice at the last address furnished for such purpose by the party to whom notice is directed and addressed as follows:

Alexander J. Henderson, City Manager
City of Kingsburg
1401 Draper Street
Kingsburg, CA. 93631
Facsimile: (559) 897-5568
Email: ahenderson@cityofkingsbug-ca.gov

Jan Minami, Principal
AMI Concepts
8790 S. Buttonwillow Avenue
Reedley, CA 93654
Tel.: (559) 859-1763
Email: jan.amiconcepts@gmail.com

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and in the year first set forth above.

CITY OF KINGSBURG,
a Charter City

By: _____
ALEXANDER J. HENDERSON, City Manager

CONSULTANT

By: _____
JAN MINAMI, an individual and dba AMI Concepts

ATTEST:

Abigail Palsgaard, City Clerk

EXHIBIT "A"
SCOPE OF WORK

Downtown Kingsburg Proposal

Scope of Work Details

Prepared by AMI Concepts

INITIAL COMMUNITY ENGAGEMENT

Market Evaluation

Open House - prep and presentatio

Meetings - scheduling and invitatio

Workshops - prep and presentation

Database Development and Analysis

Business and property owner database

Map creation

INITIAL COMMUNITY ENGAGEMENT

PLAN DEVELOPMENT

Draft Downtown Revitalization Plan

Base Level of Services *

Stakeholder Outreach

Workshops *

Small group follow-up

FACILITATION OF APPROVAL

Establish necessary steps for approval

Create advisory/organizational structure

Plan Newsletter

Approval Process

Supervise community approval process

City Council Approval

NOT TO EXCEED TOTAL

\$24,960



Meeting Date: 11/06/2019
Agenda Item: 5.4

CITY COUNCIL MEETING STAFF REPORT

REPORT TO: Mayor Roman & City Council

REPORT FROM: Michael Noland, City Attorney **REVIEWED BY:** AH

AGENDA ITEM: Purchase and Sale Agreement – Linnaea Villas

ACTION REQUESTED: ☐ Ordinance ☐ Resolution ☒ Motion ☐ Receive/File

EXECUTIVE SUMMARY

On October 3, 2018, the City Council adopted Ordinance No. 2018-004 approving the Development Agreement (“Agreement”) between the City of Kingsburg and the Housing Authority of Fresno County (“Housing Authority”) for the development of a multi-family seniors apartment project of up to sixty (60) units for low income persons ages sixty-two (62) years and older (“Project”). The Project will be located on approximately 4.84 acres located at the southwest corner of Sierra and Road 16 (Madsen) (“Property”). The Property is owned by the City. In February 2019, the council approved a First Amendment to the Agreement (“First Amendment”) to allow for the deferral of the Developer’s payment of the Capital Facilities Fees/Development Impact Fees as a “soft loan” payable by the Developer to the City in a manner consistent with LIHTC Program requirements.

Subsequent to these actions, the Housing Authority has applied and been awarded tax credit financing from the California Tax Credit Allocation Committee (“CTCAC”) to help pay for the cost of constructing the Project. As part of the effort to develop the Property, and in accordance with the provisions of the Agreement, the City agreed to sell the Property to the Housing Authority for a purchase price of \$1.00, plus escrow closing costs. We are recommending approval of the attached Purchase and Sale Agreement and Joint Escrow Instructions (“Purchase Agreement”) as presented. Approval of the Purchase Agreement will allow subsequent actions to occur at future council meetings, including street dedications of Madsen Ave and 24th Ave.

In addition, the Council will consider a Second Amendment to the Agreement during its November 20, 2019, meeting. The Second Amendment proposes the extension of the period for the payment of “soft loan” identified in the First Amendment from 15 years to 30 years. The reason for this extension is based upon the request of the private investors, who are also providing funding for the Project. However, based upon the cash-flow analysis for the Project, the Housing Authority believes the soft loan will be paid back over a period closer to 15 years than 30 years.

Also, because of the timing required to complete construction of the Project (as set via the tax credit program), the closing for the purchase of the Property and the financing for the Project are set to close in early December. However, the solicitation of bids for the construction and installation of the offsite improvements for the Project will not be completed prior to closing. As a result and to assist with

maintaining the financing and construction schedules for the Project, the Housing Authority and City are negotiating the terms of an agreement that will allow the city to construct and install the offsite improvements and receive reimbursement of the costs, fees and expenses incurred by the City for construction and installation of the offsite improvements for the Project. The Second Amendment and agreement for the construction and installation of the offsite improvements will be addressed by the City Council during a Public Hearing scheduled for the November 20, 2019 Council Meeting.

RECOMMENDED ACTION BY CITY COUNCIL

- 1. *Staff recommends the approval of the Purchase and Sale Agreement as presented, conditioned upon the City Council's approval of the Second Amendment to the Development Agreement and an agreement for construction and installation of the offsite improvements for the Project.*

REASON FOR RECOMMENDATION/STRATEGIC GOAL

- 1. Promote Sustainable Development

FINANCIAL INFORMATION

FISCAL IMPACT:

- | | |
|------------------------------|-----------------------------|
| 1. Is There A Fiscal Impact? | <u>Yes</u> |
| 2. Is it Currently Budgeted? | <u>No – Future Dollars</u> |
| 3. If Budgeted, Which Line? | <u>Varies – Impact Fees</u> |

ATTACHED DOCUMENTS

- 1. Purchase and Sale Agreement and Joint Escrow Instructions.

**PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this “**Agreement**”) is effective as of October 23, 2019, (“**Effective Date**”) by and between the CITY OF KINGSBURG a charter city in the County of Fresno (“**Seller**”), and the HOUSING AUTHORITY OF THE COUNTY OF FRESNO, a public body corporate and politic (“**Buyer**”), with reference to the following facts.

R E C I T A L S

A. Seller is the fee simple owner of approximately 4.84 acres of real property known as Assessor’s Parcel Number 396-020-017 in the City of Kingsburg, County of Fresno, California, as more particularly described in **Exhibit “A”** attached hereto and incorporated herein by this reference (“**Property**”).

B. Buyer’s mission is, in part, to provide affordable housing to the people of Fresno County, including through the construction (either by Buyer or by a limited partnership of which Buyer or an affiliate thereof is a partner) of a residential affordable housing 47-unit senior housing project (“**Project**”). In order to help accomplish the Project, the Buyer and Seller entered into that certain Development Agreement, dated January 16, 2019, wherein the parties agreed to certain terms with respect to the development of the Project (“**Development Agreement**”). One provision of the Development Agreement is that the parties would execute this Agreement, wherein Seller would sell the Property to Buyer for the sum of one dollar (\$1.00) plus escrow closing costs.

C. On February 20, 2019, Settler and Buyer entered into that certain First Amendment to Development Agreement (“**First Amendment**”) wherein Seller and Buyer agreed to amend the provisions of Section 3.5 of the Development Agreement in accordance with the provisions of the First Amendment.

D. Buyer’s business plan (“**Buyer’s Business Plan**”) is to own, finance, and operate the Project as a low-income housing tax credit project pursuant to Section 42 of the United States Internal Revenue Code), either directly or through a limited partnership of which Buyer or an affiliate thereof is a partner.

E. Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller subject to the conditions enumerated in this Agreement and the provisions of the Development Agreement and First Amendment, for Buyer’s development of the Project pursuant to the Buyer’s Business Plan.

F. Buyer has completed an environmental review of the Property, including, but not limited to, review under the California Environmental Quality Act and the National Environmental Policy Act (“**Environmental Review**”).

NOW THEREFORE, in consideration of the foregoing Recitals, which are deemed true and correct and incorporated herein by this reference, and of the covenants and provisions contained in this Agreement, the parties hereto agree as follows:

1. Agreement to Sell and Purchase Property. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, subject to the terms and conditions of this Agreement, the Property. Seller and Buyer agree this Agreement satisfies the requirements set forth in Section 3.2 of the Development Agreement even though this Agreement is dated more than thirty (30) days after Seller's and Buyer's execution of the Development Agreement.

2. Property. The Property shall include (i) structures located thereon, if any; (ii) all of the contracts, documents and materials associated with the Project, including, but not limited to, the following: (A) all documents associated with the completion of the Project; (B) all land use approvals, conditional use permits, building permits, and other governmental permits and approvals of any nature obtained in connection with the Project; (C) all architectural design, construction, engineering and consulting contracts, and development agreements, and any and all amendments, modifications, supplements, addenda, and general conditions thereto, entered into by Seller and any contractor; (D) all plans and specifications, architectural and engineering drawings, shop drawings, working drawings, prints, surveys, reports, studies, amendments, modifications, changes, supplements, general conditions, and addenda and other documents; and (E) all licenses, permits, and other approvals issued by any state, federal, or local authority relating to the Project; (iii) all water lines and systems appurtenant to the Property; (iv) all easements and rights-of-way relating to or appurtenant to the Property; (v) all rights to groundwater or rights that the Property may have to receive surface water from any source; (vi) all wells and related pumps and motors located on the Property; (vii) all minerals, oils, gas, and other hydrocarbons located on or under the Property; and (viii) any and all other improvements to the Property and all other personal property that Seller may have any interest in as may be appurtenant or affixed thereto.

3. Purchase Price Amount.

(a) The purchase price for the Property shall be a total of ONE and NO/100 DOLLAR (\$1.00) ("**Purchase Price**").

(b) Upon the Closing (as defined below), Title Company shall transmit the entire Purchase Price to Seller.

4. Buyer's Inspections.

(a) Seller shall provide Buyer, and Buyer's agents, employees, and representatives (collectively "**Buyer's Agents**"), for 30 days from the Effective Date ("**Inspection Period**"), with reasonable access to the Property, and each portion thereof, to allow Buyer or Buyer's Agents, or both, to investigate, inspect, and to conduct such tests upon the Property, and each portion thereof, as Buyer deems necessary or advisable, including, without exception, a building inspection, Phase 1 and/or Phase 2 environmental assessments, and soil testing (collectively "**Buyer's Inspections**"). Seller shall reasonably cooperate with Buyer and Buyer's Agents in the carrying out any and all of Buyer's Inspections. Such cooperation shall include but not be limited to Seller's transmittal within 15 days of the Effective Date to Buyer of

any and all information, including but not limited to data, studies, and reports, as well as any other information Seller has in its possession, regarding the Property.

(b) Buyer shall indemnify, defend, and hold Seller, and Seller's officials, officers, employees, agents, successors, and assigns, and each of them, harmless from and against any and all claims, demands, losses, costs, expenses, damages, recoveries, deficiencies, liabilities, and liens (including, without limitation, the defense thereof and all reasonable attorneys', paralegals', and other professionals' fees and costs) that may arise, result from, or be attributable to the acts or omissions of Buyer or Buyer's Agents, or both, in performing or preparing the Buyer's Inspections. The provisions of this Section 4 (b) shall survive the termination of this Agreement for any reason and the Closing.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER SHALL TAKE TITLE TO THE PROPERTY IN AN "AS IS" PHYSICAL CONDITION, IT BEING UNDERSTOOD THAT SELLER IS NOT MAKING ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH REGARD TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY PORTION THEREOF, UNLESS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS AGREEMENT.

5. Closing; Closing Costs.

(a) The closing of escrow (the "**Closing**") shall take place through an escrow established with Title Company, which shall be First American Title Company, Attn: McBrearty ("**Title Company**"). Closing shall occur on a date agreed to by Buyer and Seller on or before December 20, 2019 ("**Closing Date**"). Buyer, at its sole discretion, may terminate the escrow on or up to the last day of the Inspection Period. Escrow shall occur pursuant to the provisions contained in this Agreement and those additional escrow instructions prepared by the Title Company and approved by the parties. Buyer and Seller shall sign and deliver said escrow instructions to the Title Company to deposit into escrow within 7 calendar days of the Effective Date. If any provision of the additional escrow instructions contradict any provisions of this Agreement, the provisions of this Agreement shall control.

(b) Buyer and Seller shall sign and complete all customary or reasonably required documents at or before the Closing Date.

(c) All Fees for Closing services by the Title Company shall be paid at the Closing Date by Buyer.

6. Title Commitment and Survey. Seller shall order from the Title Company, at Buyer's expense, and furnish to Buyer, a commitment (or commitments) for a California Land Title Association (CLTA) policy issued by Title Company ("**Preliminary Title Report**" or "**Title Commitment**"), within fourteen (14) days of the Effective Date, subject only to the Permitted Title Exceptions (defined below). Buyer shall have 10 days from receipt of the Preliminary Title Report, and copies of all exceptions, to review and approve same. If Seller is unwilling or unable to eliminate any title matter reasonably disapproved by Buyer, Seller may terminate this Agreement. If Seller fails to deliver title to Buyer subject only to the Permitted Title Exceptions, or is unwilling or unable to eliminate any title matter reasonably disapproved by Buyer, Buyer may terminate this

Agreement. Buyer, at its sole election, may direct Title Company to prepare an American Land Title Association (ALTA) policy. Any additional premium to obtain the ALTA policy beyond the CLTA policy premium shall be borne by Buyer.

7. Hazardous Substances. The Closing of this transaction is contingent upon the satisfaction or waiver by Buyer of a Hazardous Substance Conditions report. Buyer shall give written approval following the receipt of a Hazardous Substance Conditions report concerning the Property and relevant adjoining properties. Such approval or waiver must be given within 30 days of the Effective Date. Such report will be obtained at Buyer's direction and expense. An unacceptable Hazardous Substance Conditions report will provide Buyer with a basis for termination of this Agreement. A "Hazardous Substance" for purposes of this Agreement shall mean without limitation: (i) those substances included within the definitions of "hazardous substance," "hazardous waste," "hazardous material," "toxic substance," "solid waste," or "pollutant or contaminant" in CERCLA, RCRA, TSCA, MAT, or under any other environmental law; (ii) those substances listed in the United States Department of Transportation (DOT) Table [49 CFR 172.101], or by the Environmental Protection Agency (EPA), or any successor agency, as hazardous substances [40 CFR Part 302]; (iii) other substances, materials, and wastes that are or become regulated or classified as hazardous or toxic under federal, state, or local laws or regulations; and (iv) any material, waste, or substance that is: (a) a petroleum or refined petroleum product, (b) asbestos, (c) polychlorinated biphenyl, (d) designated as a hazardous substance pursuant to 33 U.S.C.A. §1321 or listed pursuant to 33 U.S.C.A. §1317, (e) a flammable explosive, or (f) a radioactive material.

8. Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer on and as of the date hereof and as of the Closing Date as follows:

(a) Seller, has full capacity, right, power and authority to execute, deliver, and perform this Agreement and all documents to be executed by Seller pursuant hereto, and all required action and approvals therefor have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto. This Agreement and all documents to be executed pursuant hereto by Seller are and shall be binding upon Seller in accordance with their respective terms. The transaction contemplated hereby will not result in a breach of or constitute a default under any agreement to which Seller or the Property is subject or by which Seller or the Property is bound.

(b) Seller owns fee simple title to the Property free and clear of all liens, encumbrances, options and restrictions of every kind, except for any Permitted Exceptions (as defined below) and any exceptions shown on its current title insurance policies delivered to Buyer.

(c) Unless otherwise disclosed to Buyer in writing prior to the Closing Date, to Seller's actual knowledge, there are no claims, causes of action or other litigation or proceedings pending with respect to the ownership or operation of the Property, or any part thereof which could materially affect the Property, or the consummation of the transactions contemplated by this Agreement.

(d) Seller has not received any notice of any violations of any legal requirements with respect to the Property which have not been corrected, and to Seller's knowledge there is no condition existing with respect to the Property which violates any law, ordinance, rule, regulation or requirement, including, without limitation, those pertaining to zoning, building, health, safety or environmental matters, of the municipal, county, state or federal government.

(e) Seller has no actual knowledge or is unaware of any facts or circumstances related to the existence of any Hazardous Substances, as defined in Section 7 of this Agreement, on, about, under, or adjoining the Property.

(f) Neither Seller nor, to Seller's actual knowledge, any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives, or agents, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action.

(g) Seller has not received, and has no other knowledge or information of, any notice from any insurance company or board of fire underwriters requesting the performance of any work or alteration with respect to the Property, or requiring an increase in the insurance rates applicable to the Property.

(h) Seller shall not take or cause to be taken or suffer any action that would cause any of the foregoing representations or warranties to be untrue as of the Closing Date. Seller shall immediately notify Buyer in writing of any event or condition that will cause a change in the facts relating to, or the truth of, any of the above representations or warranties. The representations, warranties and covenants contained in this Section shall survive the Closing Date.

(i) All references to Seller's actual knowledge or words to that effect in this Agreement shall mean and refer to the current, actual (as distinguished from implied, imputed or constructive) knowledge of Alexander J. Henderson, without duty of inquiry or investigation. The knowledge of any other person or entity shall not be deemed to constitute the constructive knowledge of Seller or otherwise be imputed to Seller. The above-named individual, shall not, under any circumstances, have any personal liability of any kind whatsoever on account thereof, and any claims, demands, causes of action, losses, liabilities, damages, costs or expenses arising out of or resulting from any actual or alleged breach by Seller of any of the aforesaid warranties and representations shall only be asserted against the Seller.

9. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller on and as of the date hereof and as of the Closing Date as follows:

(a) Buyer has full capacity, right, power and authority to execute, deliver, and perform this Agreement and all documents to be executed by Buyer pursuant hereto,

and all required action and approvals therefor have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Buyer are and shall be duly authorized to sign the same on Buyer's behalf and to bind Buyer thereto. This Agreement and all documents to be executed pursuant hereto by Buyer are and shall be binding upon Buyer in accordance with their respective terms.

(b) Buyer's execution and delivery of this Agreement will not result in a breach or violation or a default (or any event which with notice and passage of time, or both, would constitute a default) under any of Buyer's organizational documents or any contract, agreement, permit, license, order or decree to which Buyer is a party.

(c) Neither Buyer nor, to Buyer's knowledge, any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism), or other governmental action.

10. Possession. Actual, sole and exclusive physical possession of the Property shall be given to Buyer on the Closing Date by delivery of Seller's Grant Deed, duly executed and acknowledged by Seller (the "**Deed**"), subject to the following, all of which shall be deemed "**Permitted Title Exceptions**":

(a) Except for any matters shown on the Title Commitment reasonably objected to by Buyer in writing prior to the Closing Date, all matters shown in the Title Commitment;

(b) Any title exceptions or encumbrances, including current property taxes, arising by, through, or under Buyer;

(c) Applicable zoning and governmental regulations and ordinances;
and

(d) All matters created as a result of the transactions contemplated by this Agreement and all other instruments, documents, and agreements to be executed in connection with Buyer's Business Plan.

11. Vesting. Unless otherwise designated in the escrow instruction of Buyer, title shall vest as:

HOUSING AUTHORITY OF THE COUNTY OF FRESNO or assignee.

12. Apportionments, Taxes, Etc. Real estate taxes on the Property, personal property taxes, special district taxes, water and sewer rents, and other municipal charges shall be apportioned pro rata between Seller and Buyer on a per diem basis as of the Closing Date based

on the most recent bill received or assessment due. Further, notwithstanding the foregoing, no prorations shall be made for any unpaid amounts due and payable prior to the Closing Date.

(a) Utility Meter Charges. Seller shall pay all outstanding charges accruing until the day prior to the Closing Date, for water, electric, gas, and other utilities based upon the most recent bill received or assessment due, apportioned pro rata between Seller and Buyer on a per diem basis as of the Closing Date.

(b) Transfer and Documentary Stamp Taxes; Sales and Use Taxes. Any realty transfer taxes, documentary stamp taxes, and similar taxes imposed upon the delivery and/or recording of the Deed or upon this transaction shall be paid by Seller. Any sales and use tax that may accrue because of this transaction shall be paid, when due, by Buyer.

13. Conditions of the Agreement.

(a) Conditions of Buyer. The obligations of Buyer under this Agreement are subject to the following:

(i) Seller has performed all covenants, agreements, and conditions required by this Agreement to be performed by Seller prior to or as of the Closing Date (any of which may be waived in whole or in part in writing by Buyer at or prior to Closing);

(ii) Buyer may terminate this Agreement no less than 30 days prior to the Closing Date if, in Buyer's sole determination, Buyer:

(A) Fails to obtain entitlements to develop the Project;

(B) Fails to be awarded the low-income housing tax credits necessary, in Buyer's sole discretion, to commence and finish the Project;

(C) There is a successful legal challenge of the Environmental Review; and,

(iii) The discretionary approval of Buyer's Board of Commissioners during a publicly agendized meeting within 30 days of the Effective Date.

(b) Conditions of Seller. The obligations of Seller under this Agreement are subject to the satisfaction at the time of Closing that Buyer has performed all covenants, agreements, and conditions required by this Agreement to be performed by Buyer prior to or as of the Closing Date (any of which may be waived in whole or in part in writing by Seller at or prior to Closing) and payment of the Purchase Price. This Agreement, and Seller's obligations under this Agreement, is subject to the following: (i) Housing Authority of Fresno County Board of Commissioners' approval(s), an award of low income housing tax credits, and subject to satisfactory due diligence as determined by the Buyer; and (ii) approval of the City Council of the City of Kingsburg at a duly called and noticed meeting within thirty (30) days of the Effective Date.

14. Items to be Delivered at Closing by Seller. At Closing, Seller shall deliver to Buyer (or to Buyer's nominee), via escrow, the following:

- (a) The Deed, duly executed and acknowledged;
- (b) Such resolutions and certificates as Buyer or the Title Company shall require to evidence the due authorization of the execution and performance of this Agreement and the documents to be delivered pursuant hereto; together with Seller's organizational documents, and all affidavits, indemnities and other agreements, documents, or reports required by the Title Company to permit it to issue to Buyer the owner's policy of title insurance required pursuant to Section 6 hereof;
- (c) A signed copy of the closing statement prepared by the Title Company;
- (d) A certificate given pursuant to the Foreign Investment in Real Property Tax Act certifying that Seller is not a foreign entity or person; and
- (e) Any other documents required to be delivered by Seller pursuant to any other provisions of this Agreement or as otherwise required by the Title Company or California law.

15. Items to be Delivered at Closing by Buyer. At Closing, Buyer shall deliver to Seller (or to Seller's nominee) the following:

- (a) The Purchase Price (plus any additional amounts for prorations contemplated herein and the payment of all other amounts Buyer is required to pay pursuant to the provisions of this Agreement);
- (b) A signed copy of the closing statement prepared by the Title Company;
- (c) Such resolutions and certificates as Seller or the Title Company shall require to evidence the due authorization of the execution and performance of this Agreement and the other documents to be delivered pursuant hereto, together with Buyer's organizational documents, and all affidavits, indemnities and other agreements, documents, or reports required by the Title Company to permit it to issue to Buyer the owner's policy of title insurance pursuant to Section 6 hereof; and
- (d) Any other documents required to be delivered by Buyer pursuant to any other provisions of this Agreement, or as otherwise required by the Title Company or California law.

16. Brokerage. Buyer represents and warrants to Seller that Buyer has dealt with no broker, finder or other intermediary in connection with this sale. Seller represents and warrants to Buyer that Seller has dealt with no broker, finder, or other intermediary in connection with this sale. The provisions of this Section shall survive Closing.

17. Notices. All notices, demands, requests, or other communications from either party to the other party, required or permitted under the terms of this Agreement, shall be in writing to the following addresses for Seller and Buyer, respectively:

Seller

City of Kingsburg
Attn. Alex Henderson, City Manager
1401 Draper Street
Kingsburg, California 93631
Facsimile: (559) 945-2609

Buyer

Fresno Housing Authority
1331 Fulton Street
Fresno, California 93721
Attention: Preston Prince, CEO/Executive Director
Facsimile: (559) 443-8422

With a copy to:

Kenneth J. Price, Esq.
Baker Manock & Jensen, PC
5260 N. Palm Avenue, Suite 421
Fresno, California 93704
Facsimile: (559) 432-5620

With a copy to:

Michael Noland, Esq.
Kahn Soares & Conway, LLP
219 North Douty Street
Hanford, California 93230
Facsimile: (559) 584-3348

and shall be deemed to have been provided on the earlier of:

(e) 48 hours after being sent as certified or registered mail in the United States mails, postage prepaid, return receipt requested; or

(f) The next business day after having been deposited (in time for delivery by such service on such business days) with Federal Express or another national overnight courier service; or

(g) If such party's receipt thereof is acknowledged in writing, upon having been sent by telefax or another means of immediate electronic communication, in each case to the address of such party set forth hereinabove or to such other address in the United States of America as such party may designate from time to time by notice to the other party hereto; or

(h) If such party's receipt thereof, is acknowledged in writing, its having been given by hand or other actual delivery to such party.

Notwithstanding the foregoing, any notice of default shall be deemed to have been provided only upon receipt or refusal as evidenced by return receipt, courier receipt or other receipt provided by the overnight delivery service.

18. Miscellaneous.

(a) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement may not be assigned by either party hereto without the written consent of the other party hereto; provided that Buyer may assign this Agreement without the consent of Seller to a limited partnership of which Buyer, an affiliate of Buyer, or an entity in which Buyer is a sole member, is a partner (collectively "Permitted Assignee"). Seller and Buyer agree the Purchase Price was agreed to based upon Buyer's development of the Property for the purpose identified in the Development Agreement. Therefore, the Seller, in its sole and absolute discretion may disapprove any proposed assignee of Buyer other than a Permitted Assignee.

(b) Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, supersedes all prior or other negotiations, representations, understandings and agreements of, by or among the parties, express or implied, oral or written, which are fully merged herein. Any agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of this Agreement unless such agreement is in writing and signed by the party against whom enforcement of such change, modification, discharge or abandonment is sought.

(c) Governing Law; Venue. This Agreement shall be governed by and construed under the laws of California and venue for any action related to the enforcement of any provision of this Agreement shall be in Fresno County Superior Court or in the Eastern District of California (Fresno) as the case may be.

(d) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall be binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected on this Agreement as the signatories.

(e) No Waiver. Neither the failure nor any delay on the part of either party to this Agreement to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power, or privilege with respect to any occurrence be construed as a waiver of any such right, remedy, power, or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

(f) Time of the Essence. Time, wherever stated in this Agreement, is expressly of the essence of this Agreement.

(g) Attorneys' Fees. In the event that the parties to this Agreement find it necessary to institute legal proceedings to enforce the provisions of this Agreement, the prevailing party in said suit, action or arbitration shall be entitled to recover from the non-prevailing party, all costs associated with such suit or action, including reasonable attorney's fees and costs.

IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this Agreement as of the Effective Date above written.

SELLER:

CITY OF KINGSBURG,
a charter city in the County of Fresno

By: _____
Alexander Henderson, City Manager

Date: _____

BUYER:

HOUSING AUTHORITY OF FRESNO COUNTY,
a California public body corporate and politic

By: _____
Preston Prince, CEO/Executive Director

Date: _____

F:\WORD\11\1140.222\Purchase and Sale Agreement and Jont Escrow Instructions Final 102319.docx

EXHIBIT A

Legal Description

The real property located in the City of Kingsburg, County of Fresno, State of California, and more particularly described as:

The land referred to herein below is situated in the City of Kingsburg, County of Fresno, State of California and is described as follows:

Parcel B of Parcel Map No. 31, according to the Map thereof recorded April 4, 1986 in Book 44, Page 60 of Parcel Maps, Fresno County Records.

APN: 396-020-017



Meeting Date: 11/06/2019
Agenda Item: 5.5

CITY COUNCIL MEETING STAFF REPORT

REPORT TO: Mayor Roman & City Council

REPORT FROM: David Peters, City Engineer **REVIEWED BY:** AP

AGENDA ITEM: Award TCP Mitigation – GAC Treatment at Wells 12 & 13 Project

ACTION REQUESTED: ___Ordinance ___Resolution ✓ Motion ___Receive/File

EXECUTIVE SUMMARY

The City solicited bids from contractors for the TCP Mitigation – GAC Treatment at Wells 12 & 13 project. On October 1, 2019, the City received six responsive bids for the project ranging from \$3,992,392.00 to \$5,487,456.55. The low bid was submitted by Steve Dovali Construction, Inc. from Fresno, California in the amount of \$3,992,392.00. The Engineer's Estimate for the project was \$3,600,000.

RECOMMENDED ACTION BY CITY COUNCIL

Award the TCP Mitigation – GAC Treatment at Wells 12 & 13 project to Steve Dovali Construction, Inc. in the amount of \$3,992,392.00.

POLICY ALTERNATIVE(S)

None

REASON FOR RECOMMENDATION/KEY METRIC

Steve Dovali Construction, Inc. was the lowest responsible bidder.

FINANCIAL INFORMATION

FISCAL IMPACT:

1. Is There A Fiscal Impact? Yes
2. Is it Currently Budgeted? Yes
3. If Budgeted, Which Line? 318-5100-549.5774 & 318-511-549.5773

FINANCIAL SUMMARY

Project is funded by local funds budgeted in FY 2019-20.

PRIOR ACTION/REVIEW

None

BACKGROUND INFORMATION

The City solicited bids from contractors for the TCP Mitigation – GAC Treatment at Wells 12 & 13 project. On October 1, 2019, the City received six responsive bids for the project ranging from \$3,992,392.00 to \$5,487,456.55. The low bid was submitted by Steve Dovali Construction, Inc. from Fresno, California in the amount of \$3,992,392.00. The Engineer's Estimate for the project was \$3,600,000.

ATTACHED INFORMATION

1. Bid Summary attached.
2. TCP Information

CITY OF KINGSBURG - TCP Mitigation - GAC Treatment at Wells 12 & 13

BID SUMMARY 10/01/19

#1						#2		#3			
Engineer's Estimate						Steve Dovali Construction		Syblon Reid		WM Lyles Company	
BASE BID SCHEDULE											
Item No.	Quantity	Unit	Item Description	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
GENERAL											
1	1	LS	Mobilization, Bonds, Insurance	\$250,000.00	\$250,000.00	\$178,300.00	\$178,300.00	\$190,000.00	\$190,000.00	\$108,000.00	\$108,000.00
2	1	LS	Traffic Control	\$25,000.00	\$25,000.00	\$20,000.00	\$20,000.00	\$16,000.00	\$16,000.00	\$5,400.00	\$5,400.00
3	1	LS	Dust Control / Good Housekeeping Plans	\$15,000.00	\$15,000.00	\$12,500.00	\$12,500.00	\$55,000.00	\$55,000.00	\$5,400.00	\$5,400.00
4	1	LS	Worker Protection	\$20,000.00	\$20,000.00	\$500.00	\$500.00	\$4,000.00	\$4,000.00	\$2,700.00	\$2,700.00
WELL 12 TREATMENT PLANT											
5	1	LS	Demolition, Clearing, Grubbing	\$30,000.00	\$30,000.00	\$2,000.00	\$2,000.00	\$7,000.00	\$7,000.00	\$9,900.00	\$9,900.00
6	1	LS	Site Grading	\$25,000.00	\$25,000.00	\$22,000.00	\$22,000.00	\$12,000.00	\$12,000.00	\$7,500.00	\$7,500.00
7	105	LF	Curb & Gutter, Sidewalk, Drive Approach	\$25.00	\$2,625.00	\$105.00	\$11,025.00	\$190.00	\$19,950.00	\$259.00	\$27,195.00
8	1	LS	Site Piping	\$60,000.00	\$60,000.00	\$203,350.00	\$203,350.00	\$165,000.00	\$165,000.00	\$217,900.00	\$217,900.00
9	420	LF	18-inch Storm Drain Pipe	\$80.00	\$33,600.00	\$106.00	\$44,520.00	\$130.00	\$54,600.00	\$143.00	\$60,060.00
10	420	LF	Temporary Trench Resurfacing	\$16.00	\$6,720.00	\$23.50	\$9,870.00	\$21.00	\$8,820.00	\$18.00	\$7,560.00
11	420	LF	Permanent Trench Resurfacing	\$61.00	\$25,620.00	\$62.50	\$26,250.00	\$75.00	\$31,500.00	\$122.00	\$51,240.00
12	1	EA	Backwash/Storm Drain Stand Pipe	\$5,000.00	\$5,000.00	\$8,200.00	\$8,200.00	\$10,000.00	\$10,000.00	\$8,400.00	\$8,400.00
13	1	EA	Curb Inlet	\$5,000.00	\$5,000.00	\$5,125.00	\$5,125.00	\$10,000.00	\$10,000.00	\$14,400.00	\$14,400.00
14	1	EA	Storm Drain Drop Inlet	\$10,000.00	\$10,000.00	\$2,970.00	\$2,970.00	\$3,000.00	\$3,000.00	\$3,700.00	\$3,700.00
15	1	EA	Storm Drain Manhole	\$10,000.00	\$10,000.00	\$6,700.00	\$6,700.00	\$3,500.00	\$3,500.00	\$5,100.00	\$5,100.00
16	1	LS	Connect to Existing Storm Drain Manhole	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$1,100.00	\$1,100.00
17	1	LS	Chemical Storage Building and Pad (CLF Enclosure)	\$7,000.00	\$7,000.00	\$31,000.00	\$31,000.00	\$37,000.00	\$37,000.00	\$37,300.00	\$37,300.00
18	1	LS	Chlorination Equipment (Pumps, Tank, Analyzer)	\$20,000.00	\$20,000.00	\$52,400.00	\$52,400.00	\$30,000.00	\$30,000.00	\$42,500.00	\$42,500.00
19	1	LS	Nitrate Analyzer	\$30,000.00	\$30,000.00	\$25,000.00	\$25,000.00	\$20,000.00	\$20,000.00	\$15,700.00	\$15,700.00
20	1	LS	Concrete Truck Pad	\$5,000.00	\$5,000.00	\$8,500.00	\$8,500.00	\$12,000.00	\$12,000.00	\$16,300.00	\$16,300.00
21	1	LS	12' Diameter GAC Vessels, 2 Pairs	\$850,000.00	\$850,000.00	\$797,000.00	\$797,000.00	\$874,000.00	\$874,000.00	\$791,500.00	\$791,500.00
22	1	LS	GAS Vessel Pad	\$60,000.00	\$60,000.00	\$36,700.00	\$36,700.00	\$47,000.00	\$47,000.00	\$69,300.00	\$69,300.00
23	1	LS	Backwash Reclaim Tank	\$75,000.00	\$75,000.00	\$128,000.00	\$128,000.00	\$127,000.00	\$127,000.00	\$137,700.00	\$137,700.00
24	1	LS	Backwash Recycle Pump	\$25,000.00	\$25,000.00	\$33,500.00	\$33,500.00	\$43,000.00	\$43,000.00	\$29,500.00	\$29,500.00
25	285	LF	6' Masonry Wall	\$120.00	\$34,200.00	\$199.00	\$56,715.00	\$384.00	\$109,440.00	\$327.00	\$93,195.00
26	1	LS	Access Gates	\$30,000.00	\$30,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$8,600.00	\$8,600.00
27	3,010	SF	6" Class II Aggregate Base Surfacing	\$4.00	\$12,040.00	\$4.70	\$14,147.00	\$3.50	\$10,535.00	\$3.00	\$9,030.00
28	1	LS	Electrical, Instrumentation & Controls	\$200,000.00	\$200,000.00	\$153,400.00	\$153,400.00	\$165,000.00	\$165,000.00	\$297,100.00	\$297,100.00
WELL 13 TREATMENT PLANT											
29	1	LS	Demolition, Clearing, Grubbing	\$30,000.00	\$30,000.00	\$4,600.00	\$4,600.00	\$20,000.00	\$20,000.00	\$5,500.00	\$5,500.00
30	1	LS	Site Grading	\$50,000.00	\$50,000.00	\$27,900.00	\$27,900.00	\$46,000.00	\$46,000.00	\$15,600.00	\$15,600.00
31	1	LS	Site Piping	\$90,000.00	\$90,000.00	\$213,750.00	\$213,750.00	\$171,000.00	\$171,000.00	\$223,900.00	\$223,900.00
32	1	EA	Backwash Stand Pipe	\$5,000.00	\$5,000.00	\$7,700.00	\$7,700.00	\$10,000.00	\$10,000.00	\$8,400.00	\$8,400.00
33	1	EA	Backwash/Storm Drain Drop Inlet	\$10,000.00	\$10,000.00	\$3,270.00	\$3,270.00	\$3,000.00	\$3,000.00	\$3,700.00	\$3,700.00
34	1	EA	Storm Drain Manhole	\$10,000.00	\$10,000.00	\$6,380.00	\$6,380.00	\$4,000.00	\$4,000.00	\$5,500.00	\$5,500.00

CITY OF KINGSBURG - TCP Mitigation - GAC Treatment at Wells 12 & 13

BID SUMMARY 10/01/19

35	1	LS	Chemical Storage Building and Pad (CLF Enclosure)	\$7,000.00	\$7,000.00	\$31,000.00	\$31,000.00	\$37,000.00	\$37,000.00	\$36,900.00	\$36,900.00
36	1	LS	Chlorination Equipment (Pumps, Tank, Analyzer)	\$20,000.00	\$20,000.00	\$52,400.00	\$52,400.00	\$30,000.00	\$30,000.00	\$42,500.00	\$42,500.00
37	1	LS	Nitrate Analyzer	\$30,000.00	\$30,000.00	\$25,000.00	\$25,000.00	\$20,000.00	\$20,000.00	\$15,700.00	\$15,700.00
38	1	LS	Concrete Truck Pad	\$25,000.00	\$25,000.00	\$12,600.00	\$12,600.00	\$20,000.00	\$20,000.00	\$23,700.00	\$23,700.00
39	1	LS	12' Diameter GAC Vessels, 2 Pairs	\$850,000.00	\$850,000.00	\$790,000.00	\$790,000.00	\$874,000.00	\$874,000.00	\$791,500.00	\$791,500.00
40	1	LS	GAC Vessel Pad	\$60,000.00	\$60,000.00	\$36,700.00	\$36,700.00	\$47,000.00	\$47,000.00	\$69,300.00	\$69,300.00
41	305	LF	Chain Link Fence & Mowstrip	\$35.00	\$10,675.00	\$84.00	\$25,620.00	\$83.00	\$25,315.00	\$94.00	\$28,670.00
42	21,000	SF	6" Class II Aggregate Base Surfacing	\$4.00	\$84,000.00	\$2.02	\$42,420.00	\$3.00	\$63,000.00	\$13.00	\$273,000.00
43	1	LS	Rip Rap Rock	\$5,000.00	\$5,000.00	\$1,800.00	\$1,800.00	\$5,900.00	\$5,900.00	\$5,400.00	\$5,400.00
44	1	LS	Electrical, Instrumentation & Controls	\$150,000.00	\$150,000.00	\$96,350.00	\$96,350.00	\$110,000.00	\$110,000.00	\$74,400.00	\$74,400.00
WELL 9 CHLORINATION											
45	1	LS	Site Piping	\$10,000.00	\$10,000.00	\$10,200.00	\$10,200.00	\$19,000.00	\$19,000.00	\$26,400.00	\$26,400.00
46	1	LS	Chemical Storage Building and Pad (CLF Enclosure)	\$7,000.00	\$7,000.00	\$31,000.00	\$31,000.00	\$37,000.00	\$37,000.00	\$36,900.00	\$36,900.00
47	1	LS	Chlorination Equipment (Pumps, Tank, Analyzer)	\$20,000.00	\$20,000.00	\$52,400.00	\$52,400.00	\$30,000.00	\$30,000.00	\$32,300.00	\$32,300.00
48	1	LS	Electrical, Instrumentation & Controls	\$20,000.00	\$20,000.00	\$37,400.00	\$37,400.00	\$42,000.00	\$42,000.00	\$9,900.00	\$9,900.00
WELL 10 CHLORINATION											
49	1	LS	Site	\$10,000.00	\$10,000.00	\$10,530.00	\$10,530.00	\$21,000.00	\$21,000.00	\$25,700.00	\$25,700.00
50	1	LS	Chemical Storage Building and Pad (CLF Enclosure)	\$7,000.00	\$7,000.00	\$31,000.00	\$31,000.00	\$37,000.00	\$37,000.00	\$36,900.00	\$36,900.00
51	1	LS	Chlorination Equipment (Pumps, Tank, Analyzer)	\$20,000.00	\$20,000.00	\$51,000.00	\$51,000.00	\$30,000.00	\$30,000.00	\$32,600.00	\$32,600.00
52	1	LS	Rolling Chain Link Fence Gate	\$3,000.00	\$3,000.00	\$5,100.00	\$5,100.00	\$3,200.00	\$3,200.00	\$3,300.00	\$3,300.00
53	1	LS	Electrical, Instrumentation & Controls	\$20,000.00	\$20,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$9,900.00	\$9,900.00
WELL 14 CHLORINATION											
54	1	LS	Site Piping	\$10,000.00	\$10,000.00	\$13,300.00	\$13,300.00	\$24,000.00	\$24,000.00	\$33,600.00	\$33,600.00
55	1	LS	Chemical Storage Building and Pad (CLF Enclosure)	\$7,000.00	\$7,000.00	\$31,000.00	\$31,000.00	\$37,000.00	\$37,000.00	\$36,900.00	\$36,900.00
56	1	LS	Chlorination Equipment (Pumps, Tank, Analyzer)	\$20,000.00	\$20,000.00	\$52,400.00	\$52,400.00	\$30,000.00	\$30,000.00	\$32,600.00	\$32,600.00
57	1	LS	Dry Well	\$5,000.00	\$5,000.00	\$23,000.00	\$23,000.00	\$8,900.00	\$8,900.00	\$4,400.00	\$4,400.00
58	1	LS	Electrical, Instrumentation & Controls	\$20,000.00	\$20,000.00	\$43,000.00	\$43,000.00	\$44,000.00	\$44,000.00	\$9,900.00	\$9,900.00
WELL 15 CHLORINATION											
59	1	LS	Site Piping	\$10,000.00	\$10,000.00	\$10,800.00	\$10,800.00	\$21,000.00	\$21,000.00	\$25,300.00	\$25,300.00
60	1	LS	Chemical Storage Building and Pad (CLF Enclosure)	\$7,000.00	\$7,000.00	\$31,000.00	\$31,000.00	\$37,000.00	\$37,000.00	\$36,900.00	\$36,900.00
61	1	LS	Chlorination Equipment (Pumps, Tank, Analyzer)	\$20,000.00	\$20,000.00	\$52,400.00	\$52,400.00	\$30,000.00	\$30,000.00	\$32,600.00	\$32,600.00
62	1	LS	Electrical, Instrumentation & Controls	\$20,000.00	\$20,000.00	\$42,300.00	\$42,300.00	\$44,000.00	\$44,000.00	\$9,900.00	\$9,900.00
WELL 16 CHLORINATION											
63	1	LS	Site Piping	\$10,000.00	\$10,000.00	\$10,700.00	\$10,700.00	\$21,000.00	\$21,000.00	\$25,800.00	\$25,800.00
64	1	LS	Chemical Storage Building and Pad (CLF Enclosure)	\$7,000.00	\$7,000.00	\$31,000.00	\$31,000.00	\$37,000.00	\$37,000.00	\$36,900.00	\$36,900.00
65	1	LS	Chlorination Equipment (Pumps, Tank, Analyzer)	\$20,000.00	\$20,000.00	\$52,400.00	\$52,400.00	\$30,000.00	\$30,000.00	\$32,600.00	\$32,600.00
66	1	LS	Electrical, Instrumentation & Controls	\$20,000.00	\$20,000.00	\$42,300.00	\$42,300.00	\$44,000.00	\$44,000.00	\$9,900.00	\$9,900.00
TOTAL BASE BID				\$3,606,480.00		\$3,992,392.00		\$4,237,660.00		\$4,248,150.00	

CITY OF KINGSBURG - TCP Mitigation - GAC Treatment at Wells 12 & 13

BID SUMMARY 10/01/19

#4

#5

#6

Engineer's Estimate

HPS Mechanical

Dawson Maulding

Innovative Construction Solutions

BASE BID SCHEDULE

Item No.	Quantity	Unit	Item Description	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
GENERAL											
1	1	LS	Mobilization, Bonds, Insurance	\$250,000.00	\$250,000.00	\$304,890.00	\$304,890.00	\$120,000.00	\$120,000.00	\$325,000.00	\$325,000.00
2	1	LS	Traffic Control	\$25,000.00	\$25,000.00	\$14,500.00	\$14,500.00	\$15,000.00	\$15,000.00	\$37,620.00	\$37,620.00
3	1	LS	Dust Control / Good Housekeeping Plans	\$15,000.00	\$15,000.00	\$3,600.00	\$3,600.00	\$2,000.00	\$2,000.00	\$4,500.00	\$4,500.00
4	1	LS	Worker Protection	\$20,000.00	\$20,000.00	\$3,600.00	\$6,000.00	\$2,900.00	\$2,900.00	\$17,100.00	\$17,100.00
WELL 12 TREATMENT PLANT											
5	1	LS	Demolition, Clearing, Grubbing	\$30,000.00	\$30,000.00	\$8,500.00	\$8,500.00	\$10,000.00	\$10,000.00	\$5,040.00	\$5,040.00
6	1	LS	Site Grading	\$25,000.00	\$25,000.00	\$18,000.00	\$18,000.00	\$20,000.00	\$20,000.00	\$39,032.00	\$39,032.00
7	105	LF	Curb & Gutter, Sidewalk, Drive Approach	\$25.00	\$2,625.00	\$190.00	\$19,950.00	\$140.00	\$14,700.00	\$480.82	\$50,486.10
8	1	LS	Site Piping	\$60,000.00	\$60,000.00	\$186,000.00	\$186,000.00	\$295,000.00	\$295,000.00	\$282,168.00	\$282,168.00
9	420	LF	18-inch Storm Drain Pipe	\$80.00	\$33,600.00	\$70.00	\$29,400.00	\$122.00	\$51,240.00	\$1,203.00	\$505,260.00
10	420	LF	Temporary Trench Resurfacing	\$16.00	\$6,720.00	\$46.00	\$19,320.00	\$10.00	\$4,200.00	\$50.00	\$21,000.00
11	420	LF	Permanent Trench Resurfacing	\$61.00	\$25,620.00	\$64.00	\$26,880.00	\$40.00	\$16,800.00	\$65.00	\$27,300.00
12	1	EA	Backwash/Storm Drain Stand Pipe	\$5,000.00	\$5,000.00	\$7,000.00	\$7,000.00	\$9,000.00	\$9,000.00	\$12,000.00	\$12,000.00
13	1	EA	Curb Inlet	\$5,000.00	\$5,000.00	\$8,500.00	\$8,500.00	\$4,200.00	\$4,200.00	\$5,000.00	\$5,000.00
14	1	EA	Storm Drain Drop Inlet	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$2,600.00	\$2,600.00	\$7,500.00	\$7,500.00
15	1	EA	Storm Drain Manhole	\$10,000.00	\$10,000.00	\$8,500.00	\$8,500.00	\$6,000.00	\$6,000.00	\$12,000.00	\$12,000.00
16	1	LS	Connect to Existing Storm Drain Manhole	\$5,000.00	\$5,000.00	\$3,200.00	\$3,200.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00
17	1	LS	Chemical Storage Building and Pad (CLF Enclosure)	\$7,000.00	\$7,000.00	\$30,000.00	\$30,000.00	\$42,000.00	\$42,000.00	\$40,000.00	\$40,000.00
18	1	LS	Chlorination Equipment (Pumps, Tank, Analyzer)	\$20,000.00	\$20,000.00	\$51,400.00	\$51,400.00	\$26,000.00	\$26,000.00	\$47,158.00	\$47,158.00
19	1	LS	Nitrate Analyzer	\$30,000.00	\$30,000.00	\$65,000.00	\$65,000.00	\$66,000.00	\$66,000.00	\$24,591.00	\$24,591.00
20	1	LS	Concrete Truck Pad	\$5,000.00	\$5,000.00	\$14,000.00	\$14,000.00	\$15,000.00	\$15,000.00	\$33,300.00	\$33,300.00
21	1	LS	12' Diameter GAC Vessels, 2 Pairs	\$850,000.00	\$850,000.00	\$910,800.00	\$910,800.00	\$800,000.00	\$800,000.00	\$919,655.00	\$919,655.00
22	1	LS	GAS Vessel Pad	\$60,000.00	\$60,000.00	\$69,000.00	\$69,000.00	\$50,000.00	\$50,000.00	\$116,000.00	\$116,000.00
23	1	LS	Backwash Reclaim Tank	\$75,000.00	\$75,000.00	\$127,000.00	\$127,000.00	\$100,000.00	\$100,000.00	\$80,000.00	\$80,000.00
24	1	LS	Backwash Recycle Pump	\$25,000.00	\$25,000.00	\$52,400.00	\$52,400.00	\$55,000.00	\$55,000.00	\$24,035.00	\$24,035.00
25	285	LF	6' Masonry Wall	\$120.00	\$34,200.00	\$266.00	\$75,810.00	\$225.00	\$64,125.00	\$245.61	\$69,998.85
26	1	LS	Access Gates	\$30,000.00	\$30,000.00	\$16,500.00	\$16,500.00	\$14,000.00	\$14,000.00	\$3,000.00	\$3,000.00
27	3,010	SF	6" Class II Aggregate Base Surfacing	\$4.00	\$12,040.00	\$4.00	\$12,040.00	\$2.00	\$6,020.00	\$6.50	\$19,565.00
28	1	LS	Electrical, Instrumentation & Controls	\$200,000.00	\$200,000.00	\$164,200.00	\$164,200.00	\$625,000.00	\$625,000.00	\$150,478.00	\$150,478.00
WELL 13 TREATMENT PLANT											
29	1	LS	Demolition, Clearing, Grubbing	\$30,000.00	\$30,000.00	\$12,500.00	\$12,500.00	\$7,000.00	\$7,000.00	\$5,040.00	\$5,040.00
30	1	LS	Site Grading	\$50,000.00	\$50,000.00	\$44,500.00	\$44,500.00	\$20,000.00	\$20,000.00	\$40,377.00	\$40,377.00
31	1	LS	Site Piping	\$90,000.00	\$90,000.00	\$230,000.00	\$230,000.00	\$520,000.00	\$520,000.00	\$282,168.00	\$282,168.00
32	1	EA	Backwash Stand Pipe	\$5,000.00	\$5,000.00	\$9,000.00	\$9,000.00	\$6,500.00	\$6,500.00	\$12,000.00	\$12,000.00
33	1	EA	Backwash/Storm Drain Drop Inlet	\$10,000.00	\$10,000.00	\$5,100.00	\$5,100.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00
34	1	EA	Storm Drain Manhole	\$10,000.00	\$10,000.00	\$8,700.00	\$8,700.00	\$65,000.00	\$65,000.00	\$12,000.00	\$12,000.00

CITY OF KINGSBURG - TCP Mitigation - GAC Treatment at Wells 12 & 13

BID SUMMARY 10/01/19

35	1	LS	Chemical Storage Building and Pad (CLF Enclosure)	\$7,000.00	\$7,000.00	\$29,200.00	\$29,200.00	\$32,000.00	\$32,000.00	\$41,710.00	\$41,710.00
36	1	LS	Chlorination Equipment (Pumps, Tank, Analyzer)	\$20,000.00	\$20,000.00	\$51,400.00	\$51,400.00	\$29,000.00	\$29,000.00	\$47,158.00	\$47,158.00
37	1	LS	Nitrate Analyzer	\$30,000.00	\$30,000.00	\$65,000.00	\$65,000.00	\$70,000.00	\$70,000.00	\$24,591.00	\$24,591.00
38	1	LS	Concrete Truck Pad	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$32,000.00	\$32,000.00	\$30,420.00	\$30,420.00
39	1	LS	12' Diameter GAC Vessels, 2 Pairs	\$850,000.00	\$850,000.00	\$910,800.00	\$910,800.00	\$800,000.00	\$800,000.00	\$919,155.00	\$919,155.00
40	1	LS	GAC Vessel Pad	\$60,000.00	\$60,000.00	\$66,000.00	\$66,000.00	\$52,000.00	\$52,000.00	\$116,000.00	\$116,000.00
41	305	LF	Chain Link Fence & Mowstrip	\$35.00	\$10,675.00	\$60.00	\$18,300.00	\$50.00	\$15,250.00	\$52.32	\$15,957.60
42	21,000	SF	6" Class II Aggregate Base Surfacing	\$4.00	\$84,000.00	\$4.00	\$84,000.00	\$2.00	\$42,000.00	\$6.50	\$136,500.00
43	1	LS	Rip Rap Rock	\$5,000.00	\$5,000.00	\$4,800.00	\$4,800.00	\$1,500.00	\$1,500.00	\$27,306.00	\$27,306.00
44	1	LS	Electrical, Instrumentation & Controls	\$150,000.00	\$150,000.00	\$103,150.00	\$103,150.00	\$43,000.00	\$43,000.00	\$97,628.00	\$97,628.00
WELL 9 CHLORINATION											
45	1	LS	Site Piping	\$10,000.00	\$10,000.00	\$19,900.00	\$19,900.00	\$12,000.00	\$12,000.00	\$25,784.00	\$25,784.00
46	1	LS	Chemical Storage Building and Pad (CLF Enclosure)	\$7,000.00	\$7,000.00	\$29,200.00	\$29,200.00	\$25,000.00	\$25,000.00	\$41,710.00	\$41,710.00
47	1	LS	Chlorination Equipment (Pumps, Tank, Analyzer)	\$20,000.00	\$20,000.00	\$49,700.00	\$49,700.00	\$28,000.00	\$28,000.00	\$44,162.00	\$44,162.00
48	1	LS	Electrical, Instrumentation & Controls	\$20,000.00	\$20,000.00	\$40,000.00	\$40,000.00	\$28,000.00	\$28,000.00	\$37,899.00	\$37,899.00
WELL 10 CHLORINATION											
49	1	LS	Site	\$10,000.00	\$10,000.00	\$20,500.00	\$20,500.00	\$8,000.00	\$8,000.00	\$33,878.00	\$33,878.00
50	1	LS	Chemical Storage Building and Pad (CLF Enclosure)	\$7,000.00	\$7,000.00	\$29,200.00	\$29,200.00	\$32,000.00	\$32,000.00	\$41,710.00	\$41,710.00
51	1	LS	Chlorination Equipment (Pumps, Tank, Analyzer)	\$20,000.00	\$20,000.00	\$49,700.00	\$49,700.00	\$28,000.00	\$28,000.00	\$44,162.00	\$44,162.00
52	1	LS	Rolling Chain Link Fence Gate	\$3,000.00	\$3,000.00	\$3,200.00	\$3,200.00	\$8,000.00	\$8,000.00	\$2,890.00	\$2,890.00
53	1	LS	Electrical, Instrumentation & Controls	\$20,000.00	\$20,000.00	\$42,400.00	\$42,400.00	\$30,000.00	\$30,000.00	\$40,166.00	\$40,166.00
WELL 14 CHLORINATION											
54	1	LS	Site Piping	\$10,000.00	\$10,000.00	\$16,600.00	\$16,600.00	\$10,000.00	\$10,000.00	\$30,013.00	\$30,013.00
55	1	LS	Chemical Storage Building and Pad (CLF Enclosure)	\$7,000.00	\$7,000.00	\$29,200.00	\$29,200.00	\$28,000.00	\$28,000.00	\$41,710.00	\$41,710.00
56	1	LS	Chlorination Equipment (Pumps, Tank, Analyzer)	\$20,000.00	\$20,000.00	\$49,700.00	\$49,700.00	\$28,000.00	\$28,000.00	\$44,162.00	\$44,162.00
57	1	LS	Dry Well	\$5,000.00	\$5,000.00	\$8,800.00	\$8,800.00	\$7,000.00	\$7,000.00	\$9,808.00	\$9,808.00
58	1	LS	Electrical, Instrumentation & Controls	\$20,000.00	\$20,000.00	\$45,900.00	\$45,900.00	\$28,000.00	\$28,000.00	\$43,517.00	\$43,517.00
WELL 15 CHLORINATION											
59	1	LS	Site Piping	\$10,000.00	\$10,000.00	\$19,700.00	\$19,700.00	\$7,000.00	\$7,000.00	\$26,000.00	\$26,000.00
60	1	LS	Chemical Storage Building and Pad (CLF Enclosure)	\$7,000.00	\$7,000.00	\$29,200.00	\$29,200.00	\$35,000.00	\$35,000.00	\$41,710.00	\$41,710.00
61	1	LS	Chlorination Equipment (Pumps, Tank, Analyzer)	\$20,000.00	\$20,000.00	\$49,700.00	\$49,700.00	\$29,000.00	\$29,000.00	\$44,162.00	\$44,162.00
62	1	LS	Electrical, Instrumentation & Controls	\$20,000.00	\$20,000.00	\$45,200.00	\$45,200.00	\$29,000.00	\$29,000.00	\$42,786.00	\$42,786.00
WELL 16 CHLORINATION											
63	1	LS	Site Piping	\$10,000.00	\$10,000.00	\$20,800.00	\$20,800.00	\$8,600.00	\$8,600.00	\$25,427.00	\$25,427.00
64	1	LS	Chemical Storage Building and Pad (CLF Enclosure)	\$7,000.00	\$7,000.00	\$29,200.00	\$29,200.00	\$28,000.00	\$28,000.00	\$41,710.00	\$41,710.00
65	1	LS	Chlorination Equipment (Pumps, Tank, Analyzer)	\$20,000.00	\$20,000.00	\$49,700.00	\$49,700.00	\$29,000.00	\$29,000.00	\$44,162.00	\$44,162.00
66	1	LS	Electrical, Instrumentation & Controls	\$20,000.00	\$20,000.00	\$45,500.00	\$45,500.00	\$29,000.00	\$29,000.00	\$43,131.00	\$43,131.00
TOTAL BASE BID				\$3,606,480.00		\$4,647,840.00		\$4,671,635.00		\$5,487,456.55	



City Hall – (559) 897-5821
October 1, 2019

This information accompanies the required State notification regarding 1,2,3-Trichloropropane (TCP) in Drinking Water. All Questions/comments can be directed to City Manager, Alex Henderson. We also encourage you to sign up for our weekly e-newsletter, the Kingsburg Carrier, which contains current, relevant information to keep you informed.

What is 1,2,3-TCP and Where Does it Come From?

1,2,3- TCP is a manmade chemical found at industrial or hazardous waste sites. It has been used as a cleaning and degreasing solvent and is associated with pesticide products. The TCP contamination in our wells is believed to have come from soil fumigants. Soil fumigants in use today no longer contain TCP.

Why is There a Public Health Concern?

1,2,3-TCP is recognized in California as a carcinogen. It has been found in numerous drinking water sources in the state. A drinking water standard, or Maximum Contaminant Level (MCL), establishes a limit on the allowable concentration of a contaminant in drinking water that is provided by a public water system. In July 2017, the State Water Resources Control Board approved the maximum contaminant level (MCL) for TCP of 5 parts per trillion (ppt), and compliance monitoring began in January 2018. For water with a 1,2,3-TCP concentration of 5 ppt, the increased lifetime cancer risk is less than one cancer case per 100,000 people.

Where does Kingsburg have TCP in the water?

Currently, there are three wells that have tested positive for any amounts of TCP. Those wells are:

- Well #9 (detected amounts are below the MCL level at this time)
- Well #12 (located at 18th/Lincoln)
- Well #13 (located west of 10th Ave, north of Ace Hardware)

How is Kingsburg Going to Remove 1,2,3-TCP from Drinking Water?

The best available technology to adequately remove 1,2,3-TCP from drinking water is granulated active carbon (GAC). Granulated active carbon is not a new treatment technology, but rather an effective and tested technology that has been used for decades.

Over

Kingsburg has already contracted with an expert engineering firm, Provost & Pritchard, to design, bid and manage the construction of the installation of treatment facilities to serve Wells 12 & 13.

The construction plans for these treatment plants are currently out to bid. We anticipate work to begin by the end of this year, with the new plants coming online by mid-2020.

What has Kingsburg done to this point?

Kingsburg has been actively working to hold the private companies (Dow and Shell) that placed this contaminant in the ground accountable. We have been a plaintiff in litigation for over six years, and recently came to a mediated settlement agreement. This settlement agreement will be used to pay for the costs associated with treating Wells 12 & 13, as well as ongoing maintenance.

From a preparation standpoint, Kingsburg was actively monitoring the groundwater supply for 1,2,3-TCP long before we were required to do so and worked closely with consultants to complete a feasibility study of treatment options in anticipation of the MCL regulation. This has allowed us to quickly begin work on treatment efforts on our two non-compliant Wells.

Will this new treatment affect my water bill?

The City actively sought litigated relief from the private companies that contaminated our water source. The funds produced through that settlement process will be used to treat the two wells that are currently not in compliance. Ongoing operations and maintenance costs will be determined in the future, based on costs at that time.

The City recently implemented a final phased increase (August) to the water bill. That increase was related to water recharge efforts, not TCP contamination.

Where can I get more information?

You are welcome to contact City Hall for information regarding our ongoing water testing practices and current treatment efforts - 559-897-5821.



Meeting Date: 11/06/2019
Agenda Item: 5.6

CITY COUNCIL MEETING STAFF REPORT

REPORT TO: Mayor Roman & City Council
REPORT FROM: Community Services Director Adam Castaneda **REVIEWED BY:** AP
AGENDA ITEM: Skate Park Ordinance

ACTION REQUESTED: ☒ Ordinance ☐ Resolution ☒ Motion ☐ Receive/File

EXECUTIVE SUMMARY

Existing law prohibits an operator of a skate park from permitting a person to ride a skateboard at the park, unless the person is wearing a helmet, elbow pads, and knee pads. Existing law provides that a skateboard facility owned or operated by a local public agency that is not supervised on a regular basis may satisfy the above requirement if it complies with certain conditions:

1. Adopt an ordinance requiring a person riding a skateboard or other wheeled recreational device at the designated skate park facility to wear a helmet, elbow pads, and knee pads.
2. Post signs at the facility affording reasonable notice that a person riding a skateboard or other wheeled recreational device in the facility must wear a helmet, elbow pads, and knee pads, and that a person failing to do so will be subject to citation pursuant to the ordinance.

Existing law provides that a public entity is not liable to a person who participates in a hazardous recreational activity, and that skateboarding at a facility owned or operated by a public entity as a public skateboard park is a hazardous recreational activity.

The City will be opening the Kingsburg Lions Skate Park in late fall 2019. This proposed Ordinance will provide a foundation of rules and regulations for the skate park and include the mandatory use of appropriate safety gear as instructed by California Assembly Bill No. 1146. Temporary safety signage has been posted as of October 25, 2019 and will be replaced with permanent signage after the passing of the proposed ordinance.

RECOMMENDED ACTION BY CITY COUNCIL

1. Waive first reading and introduce Ordinance No. 2019-006, An Ordinance Of The City Of Kingsburg Adding Chapter 12.26 To Title 12 Of The Kingsburg Municipal Code Pertaining To Skate Parks and pass to a second reading.

POLICY ALTERNATIVE(S)

1. Staff does not recommend any other alternatives.

STRATEGIC INITIATIVE

1. Provide Recreation Opportunities for All Ages.

FINANCIAL INFORMATION

FISCAL IMPACT:

- | | |
|------------------------------|------------|
| 1. Is There A Fiscal Impact? | <u>No</u> |
| 2. Is it Currently Budgeted? | <u>No</u> |
| 3. If Budgeted, Which Line? | <u>N/A</u> |

PRIOR ACTION/REVIEW

None.

ATTACHED INFORMATION

1. Skate Park Progress Photos
2. Ordinance 2019-006

Skate Park Progress Photos



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ORDINANCE NO. 2019-006

**AN ORDINANCE OF THE CITY OF KINGSBURG
ADDING CHAPTER 12.26 TO TITLE 12 OF THE
KINGSBURG MUNICIPAL CODE PERTAINING TO SKATE PARKS**

The City Council of the City of Kingsburg does hereby ordain as follows:

Section 1. Chapter 12.26 is hereby added to Title 12 of the Kingsburg Municipal Code to read as follows:

Chapter 12.26
SKATE PARKS

Sections

- 12.26.010 Skate park designated.
- 12.26.020 Required riding equipment in skate parks.
- 12.26.030 In-line skating permitted.
- 12.26.040 Skateboarding and in-line skating a hazardous recreational activity.
- 12.26.050 Posting skate park.
- 12.26.060 Definitions

12.26.010 Skate park designated.

The city maintains a skate park facility (hereinafter "skate park") located at the Athwal recreation park located next to Reagan School in Kingsburg, California for the purpose of riding only skateboards, rollerskates and in-line skates.

12.26.020 Required riding equipment in skate parks.

It is unlawful for a person to ride or use a skateboard, rollerskates or in-line skates (as such terms are defined in Section 12.26.060) in the skate park unless a person is wearing a helmet, elbow pads and knee pads and where the skate park has a sign posted that provides that anyone riding a skateboard, rollerskates or in-line skates in the skate park must wear a helmet, elbow pads and knee pads or be subject to citation.

12.26.030 Permitted uses.

Only skateboarding, rollerskating and In-line skating shall be permitted in the skate park.

12.26.040 Unlawful uses of the skate park.

Within the skate park, it shall be unlawful for any person to:

A. Place or utilize additional obstacles or other materials (including but not limited to ramps or jumps) within the skate park.

B. Use the skate park amenities when the surfaces of the amenities are wet or other conditions exists which would adversely affect the safety of skateboarders or skaters.

C. Enter the skate park unless actively skateboarding or skating in accordance with the provisions of this chapter.

D. Use, consume, or have within his or her custody or control, alcohol, tobacco products, vaping products or illegal drugs within the skate park.

E. Enter upon the skate park while under the influence of alcoholic beverages or illegal drugs.

F. Use or possess glass containers, bottles, or other breakable glass products within the skate park.

G. Use or engage in profanity, reckless and boisterous behavior (including, but not limited to, tandem riding, pushing, horseplay, harassment or bullying) or any activity which could endanger the safety of persons using the skate park or spectators.

H. Engage in graffiti, tagging, or other defacing of any city property, including without limitation the skate park amenities, or the properties of others;

I. Ride, operate, or utilize any device other than a skateboard, rollerskates, or in-line skates (prohibited devices include, but are not limited to, bicycles, motor vehicles, or motorized skateboards and skates) in the skate park.

J. Bring pets within the skate park.

K. Use or occupy the skate park before 7:00 a.m. or after dark. Use of the skate park is strictly prohibited when the facility is closed.

12.26.050 Skateboarding and in-line skating a hazardous recreational activity.

Skateboarding, rollerskating and in-line skating at the skate park represents a hazardous recreational activity for participants and the city will not be liable for injuries incurred by persons participating in the hazardous recreational activity in the skate park.

12.26.060 Posting skate park.

The community services department shall cause a sign or signs to be posted at the skate park providing reasonable notice of the requirements of Section 12.60.020 and stating that any person failing to comply will be guilty of an infraction and subject to citation.

12.26.070 Definitions.

As used in this chapter, the following terms are defined in this section:

“In-line skate” means any vehicle, device, or contrivance with any number of wheels in a straight line attached to a shoe, or other foot gear, which is designed to be, or can be, propelled by human power, and which is not defined as a bicycle by the California Vehicle Code. The term in-line skate does not include motorized in-line skates.

“Rollerskate” means any vehicle, device, or contrivance with any number of wheels attached to a shoe, or other foot gear, which is designed to be, or can be propelled by human power, and which is not defined as a bicycle by the California Vehicle Code. The term rollerskate does not include motorized roller skates.

“Skateboard” means any vehicle, device, or contrivance with any number of wheels, with a riding surface of any design, upon which a person may place one or more feet, and which is designed to be, or can be propelled by human power, and which is not defined as a bicycle by the California Vehicle Code. The term skateboard does not include motorized skateboards.

1 **12.26.080 Enforcement**

2 Violation of any provision of this Chapter shall be subject to the provisions of Chapters 1.16
3 and 1.20 of Title 1 of this code.

4 **Section 2.** This ordinance shall take effect thirty (30) days after its passage and shall be
5 published in the Kingsburg Recorder within fifteen (15) days after its passage.

6 Passed and adopted by a regular meeting of the City Council of the City of Kingsburg, duly
7 called and held on the 20th day of November, 2019, by the following vote:

8 Ayes: Council Member(s):

9 Noes: Council Member(s):

10 Absent: Council Member(s):

11 Abstain: Council Member(s):

12 APPROVED:

13 _____
14 Michelle Roman, Mayor

15 ATTEST: _____
16 Abigail Palsgaard, City Clerk

17
18 STATE OF CALIFORNIA)
19 COUNTY OF FRESNO) ss
20 CITY OF KINGSBURG)

21 I, Abigail Palsgaard, City Clerk of the City of Kingsburg do hereby certify that the foregoing
22 Ordinance was duly introduced at a regular meeting of the City Council of the City of Kingsburg
23 on the 6th day of November, 2019, and it was duly passed and adopted at a regular meeting of
24 said City Council held on the 20th day of November, 2019.

25 DATED: November ____, 2019 _____
26 Abigail Palsgaard, City Clerk



Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**City of Kingsburg
California**

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

June 30, 2018

Christopher P. Morrell

Executive Director/CEO